**FULTON COUNTY BOARD OF COMMISSIONERS**
**SECOND REGULAR MEETING**
November 19, 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

**25-0848** **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 Second Regular Meeting Agenda for separate consideration.

**25-0849** **Board of Commissioners**
Proclamations for Spreading on the Minutes

Proclamation recognizing "American Black Film Festival 30th Anniversary Appreciation Day." **(Arrington)**
November 6, 2025

Proclamation recognizing "Hobo Ink Appreciation Day." **(Arrington)**
November 7, 2025

Proclamation recognizing "Library Dads, Inc. Appreciation Day." **(Arrington)**
November 8, 2025

Proclamation recognizing "Mt. Olive Missionary Baptist Church Appreciation Day." **(Arrington)**
November 8, 2025

Proclamation recognizing "Q Parker Evolution of Romance Appreciation Day." **(Arrington)**
November 14, 2025

**Open & Responsible Government**

**25-0850** **Finance**
Ratification of October 2025 Grants Activity Report.

**25-0851** **Finance**
No action is requested. This reporting is being provided to meet the quarterly reporting requirement for monetary transfers among budget funds per Board resolution #09-1262.

**25-0852** **Finance**
Request approval to renew existing contract - Finance Department, 24RFP1336388C-MH, Professional Property & Casualty Broker Services in an amount not to exceed $94,500.00 with Edgewood Partners Insurance Center (EPIC), (Duluth, GA) to provide professional Property & Casualty brokerage services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

**25-0853** **Finance**

Request approval to renew an existing contract - Finance Department, 24RFP09272431C-MH, Annual Cost Allocation Plan in an amount not to exceed $45,000.00 with Cherry Bekaert LLC, (Atlanta, GA) to prepare the Fulton County Annual Cost Allocation Plan to comply with the requirements of 2 CFR 200. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

**25-0854** **Finance**

Request renewal of an existing contract - Finance Department, 24RFP1337774C-MH, Financial Advisory Services in an amount not to exceed $164,000.00 with Raymond James LLC (Atlanta, GA) to provide financial advisory services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

**25-0855** **Diversity and Civil Rights Compliance**

Request approval to renew an existing contract - The Department of Diversity and Civil Rights Compliance (DCRC), 24ITB144376B-RT Foreign Language Oral Interpretation and Written Translation Services in an amount not to exceed $50,000.00 with Ad Astra, Inc. (Atlanta, GA) to provide qualified foreign language interpreter translation services. This action exercises the first of two renewals. One renewal option remains. Effective dates: January 1, 2026, through December 31, 2026.

**25-0856** **Real Estate and Asset Management**

Request approval of Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and Medley Johns Creek Phase 1 Owner, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 11660 Johns Creek Pkwy, Johns Creek, Georgia 30097.

**25-0857** **Real Estate and Asset Management**

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

**25-0858** **Real Estate and Asset Management**

Request approval of a Resolution approving a Lease Agreement between Fulton County, Georgia (Landlord) and the City of Hapeville (Tenant) to lease County-owned real property formerly known as the Hapeville Health Center, located at 3444 Claire Drive, Hapeville, Georgia 30354; authorizing the Chairman of the Fulton County Board of Commissioners to execute the Lease Agreement and related documents; authorizing the County Attorney to approve the Lease Agreement and related documents as to form and make necessary modifications thereto prior to execution; and for other purposes.

**25-0859** **Library**

Request approval to renew an existing contract - Fulton County Public Library System, 24ITBC141418B-RT, Auburn Avenue Research Library, in an amount not to exceed $60,858.27 with Yankee Book Peddler Inc., dba Gobi Library Solutions from EBSCO (Contoocook, NH) to provide research material for Auburn Avenue Research Library patrons. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026, to December 31, 2026.

## SECOND REGULAR MEETING AGENDA

**25-0860** **Board of Commissioners**

Adoption of the Second Regular Meeting Agenda.

**25-0861** **Clerk to the Commission**

Ratification of Minutes.

Second Regular Meeting Minutes, October 15, 2025
First Regular Meeting Post Agenda Minutes, November 5, 2025

**25-0862** **Board of Commissioners**

Presentation of Proclamations and Certificates.

Proclamation recognizing “Operation Green Light for Veterans.” **(Thorne/BOC)**

## PUBLIC HEARINGS

**25-0863** **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

### Reparations Task Force

**25-0864** **Board of Commissioners**
Reparations Task Force Update

## COUNTY MANAGER'S RENEWAL ITEMS

### Open & Responsible Government

**25-0865** **Finance**

Request approval to renew existing contracts - Fulton County, 23RFP100423C-MH Annual Audit Services in the amount of $313,000.00 with PJC Group to provide Annual Audit Services including OMB Uniform Guidance (Single Audit), T-SPLOST and the Fulton County Retirement Systems. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

**25-0866** **Finance**

Request approval to renew an existing contract - Finance, 23RFP060923C-MH, Printing & Mailing Water and Sewer Bills in an amount not to exceed $491,644.00 with Dove Mailing Inc. (Atlanta, GA) to provide printing and mailing of Fulton County water and sewer bills. This action exercises the last of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

**25-0867** **Information Technology**

Request approval to renew existing contracts - Department of Information Technology, 23ITB140062B -PS, Cabling and Physical Security in a total amount not to exceed $6,975,000.00 with (A) GC&E Systems Group, Inc. (Norcross, GA) in an amount not to exceed $2,475,000.00; and (B) NetPlanner Systems, Inc. (Peachtree Corners, GA) in an amount not to exceed $4,500,000.00 to provide countywide structured cabling services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

**25-0868** **Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 24ITB110124C-MH, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in a total amount not to exceed $1,306,000.00 with (A) QCS Cleaning dba Quality Cleaning Services (Douglasville, GA) in an amount not to exceed $826,357.00 for Group E (South Fulton Libraries), both Groups F (Other Offices North and Other Offices South), Group G (South Senior Centers), and Group H (Arts Centers); and (B) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed $479,643.00 for Group I (Service Centers), to provide the highest quality cleaning services for selected Fulton County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

**25-0869** **Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 25ITB1366580C-GS, Modular Workstations and Free Standing Furniture Countywide, in an amount not to exceed $1,500,000.00 with (A) Office Design Concepts Georgia, LLC (Atlanta) in an amount not to exceed $633,340.00, (B) Bright Interiors Group, LLC (Decatur, GA) in an amount not to exceed $433,330.00, and (C) Corporate Environments of Georgia, LLC (Atlanta, GA) in an amount not to exceed $433,330.00, to provide office modular workstation systems and free standing furniture on an “as needed” basis for Fulton County agencies. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

**Justice and Safety**

**25-0870** **Police**

Request approval to renew existing contract - Police, 23RFP139745B-EC, Armed and Unarmed Security Services in an amount not to exceed $17,375,401.16 with Universal Protection Services dba Allied Universal Services (Atlanta, GA) to provide armed, unarmed and tower security services for various County departments. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

## COUNTY MANAGER'S ITEMS

**Open & Responsible Government**

**25-0871** **County Manager**

Presentation of the Fulton County Operational Report.

**25-0872** **Finance**

Presentation of the FY2026 Proposed Operating Budget.

**25-0873** **Finance**

Request approval of a Resolution of Fulton County, Georgia (the "County") hereinafter referred to as the "Pricing Resolution" relating to the issuance of its Water and Sewerage Revenue Refunding Bonds, Series 2025 (the "Series 2025 Bonds"), supplementing and amending that certain Parity Bond Resolution adopted by the Board of Commissioners of Fulton County (the "Board of Commissioners") on September 17, 2025 (the "Series 2025 Parity Bond Resolution"), which Series 2025 Parity Bond Resolution supplemented and amended that certain Amended and Restated Master Bond Resolution adopted by the Board of Commissioners on June 17, 1998 (the "Master Bond Resolution"); confirming and approving the pricing terms and results of the competitive sale relating to the Series 2025 Bonds; ratifying and approving the preparation, distribution and use of a Preliminary Official Statement and a Final Official Statement relating to the Series 2025 Bonds; providing for the execution and delivery of a Continuing Disclosure Certificate; providing for incidental action; and for other purposes.

**25-0874** **Information Technology**

Request approval to utilize cooperative purchasing - Information Technology, Sourcewell Contract #010720-AXN, Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories in an amount not to exceed $1,310,000.00 for the continuation of digital evidence software and storage services for Fulton County's Justice Partners to include the District Attorney, Solicitor General, Public Defender as well as the expansion of services to include Superior Court, State Court, and the Medical Examiner's Office. Effective upon BOC approval.

**25-0875** **Real Estate and Asset Management**

Request approval to increase spending authority - Department of Real Estate and Asset Management, 23ITB138741K-JAJ, Task Order Contract for Minor Construction in the total amount not to exceed $600,000.00 with (B) Hawk Construction Company, LLC (Ellenwood, GA) in the amount not to exceed $300,000.00, and (C) Complete Contracting Partners, LLC (Powder Springs, GA) in the amount not to exceed $300,000.00, to cover the costs to complete the on-going replacement/emergency repair projects at the Fulton County Jail Complex (Jail Blitz Program) and to provide continued standby repair, alteration, modernization, maintenance, and rehabilitation construction services for County facilities for the remaining of FY2025.

**25-0876** **Real Estate and Asset Management**

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, OMNIA Partners Contract #R240901, HVAC Solutions, Related Products and Services, in the amount not to exceed $150,000.00 with Daikin Applied Americas, Inc. (Plymouth, MN), to provide HVAC Full-Service Maintenance and Repairs to major HVAC mechanical systems and equipment for five (5) of nine (9) selected Fulton County facilities: East Roswell Library, Juvenile Justice Center, 4700 North Point, Central Library, and Medical Examiners building. Effective dates: January 1, 2026 through December 31, 2026.

**25-0877** **Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 25ITB1393177C-JNJ, Testing and Repair of Backflow Devices in the amount of $200,000.00 with Maxair Mechanical LLC (Marietta, GA), to provide on-site testing and repair of approximately 183 backflow preventive (BFP) devices for required maintenance on an “as-needed” basis for Fulton County facilities. Effective dates: January 1, 2026 through December 31, 2026, with two renewal options.

**25-0878** **Real Estate and Asset Management**

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, OMNIA Partners Contract #3341, HVAC Products, Installation, Labor Based Solutions and Related Product and Services, in the total amount not to exceed $130,000.00 with Trane U.S. Inc. (Atlanta, GA), to provide full-service HVAC maintenance and repairs for four (4) of nine (9) select Fulton County facilities as follows: North Fulton Customer Service Center, Elections Warehouse, North Service Center, and South Service Center. Effective dates: January 1, 2026 through December 31, 2026.

**25-0879** **Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC90816, Motor Vehicle Maintenance & Inventory Management Services, in the amount not to exceed $955,000.00 with Automotive Rentals, Inc. dba Holman (Mt. Laurel, NJ), to provide maintenance and repair services for specialized heavy equipment and other fleet vehicles for Fulton County. Effective date: January 1, 2026 through December 31, 2026.

**25-0880** **Real Estate and Asset Management**

Request approval to amend an existing contract - Department of Real Estate and Asset Management, 24RFP072424K-JA, Program Management and Professional Services for the Fulton County Jail Capital Improvement Program Phase II, in an amount not to exceed $5,130,235.02 with ACR Partners, a joint venture comprised of AECOM Technical Services, Inc. (AECOM), Comprehensive Program Services (CPS) and H.J. Russell & Company (HJR) (Atlanta, GA) to increase the spending authority for Year 2 of the initial 5-Year contract and to amend the original scope of work in Phase II to provide comprehensive program management and professional services for the construction of an interim 600-bed modular housing facility located on the existing Rice St. jail campus. Effective upon BOC approval.

## Health and Human Services

**25-0881** **Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 25ITB1420569A-ST, Sewer Line Chemical Root Control Services in the amount of $350,000.00 with Dukes Root Control, Inc. (Syracuse, NY), to provide sewer line chemical root control services effective January 1, 2026, through December 31, 2026, with two renewal options.

**25-0882** **Public Works**

Request approval to utilize cooperative purchasing - Department of Public Works, Sourcewell-Daimler Trucks North America Contract # 032824-DAI, M2 106 Plus Conventional Chassis-5 Yard Dump Truck in the amount not to exceed $131,927.00 with Peachtree State Trucking Center (Norcross, GA), to transport materials and dump gravel, and debris. This is a one-time procurement.

**25-0883** **Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 25ITB1420563A-ST, Landscaping Restoration Services in an amount not to excced $111,601.80 with Tri Scapes, LLC (Cumming, GA) to provide landscaping restoration services effective January 1, 2026, through December 31, 2026, with two renewal options.

**25-0884** **Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 25ITBC1430608A-ST, Corporation Stops and Brass Fittings in the amount of $349,862.12 with Fortiline Waterworks (Concord, NC), to provide corporation stops and brass fittings. Effective January 1, 2026, through December 31, 2026, with two renewal options.

**25-0885** **Public Works**

Request approval to increase spending authority - Department of Public Works, 23ITB139005A-JWT, Standby Utility Pavement Patching & Paving Services in an amount not to exceed $200,000.00 with the K&E Group USA, LLC (Atlanta, GA) to provide standby utility pavement patching and paving services. Effective upon BOC approval through December 31, 2025.

**25-0886** **Public Works**

Request approval of the lowest responsible bidder -Department of Public Works, 25ITBC1422651A-KM, Manholes, Frames, Grates and Accessories in the amount of $199,452.75 with Ferguson Waterworks (Norcross, GA) to provide manhole, frames, grates, and accessories. Effective: January 1, 2026, through December 31, 2026, with two renewal options.

**25-0887** **Public Works**

Request approval of a Contract Item Agreement (CIA) between Fulton County and the Georgia Department of Transportation (GDOT) for the relocation of water facilities associated with the bridge replacement and widening of SR 120 (Old Milton Parkway) from North Point Parkway to Kimball Bridge Road in the City of Alpharetta (Project ID #0017187).The project includes the relocation of approximately 3,188 linear feet of 8-inch, 10-inch, 12-inch, and 16-inch water lines and associated appurtenances within Fulton County. The estimated cost of the project is $1,768,280.00.

**25-0888** **Public Works**

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Roswell, GA, for water main relocations associated with the road widening improvements on Warsaw Road, from Sway Branch Drive to Worthington Hills Drive, in an estimated amount of $953,550.00.

**Justice and Safety**

**25-0889** **State Court**

Request approval to close out a contract - State Court and Superior Court Administration 22SS049A-KM in the amount not to exceed $225,000.00. Substance use Disorder ("SUD") monitoring with Avertest, LLC dba Averhealth (Richmond Va.) to cover the cost for final payment for services rendered for providing continued drug testing services and products for the Fulton County DUI treatment court. Effective upon BOC approval.

## COMMISSIONERS' ACTION ITEMS

**25-0842** **Board of Commissioners**

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

**25-0844** **Board of Commissioners**

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

**25-0890** **Board of Commissioners**

Request approval of a Resolution by the Fulton County Board of Commissioners to extend the term of the Fulton County Reparations Task Force for twelve (12) months; and for other purposes. **(Pitts)**

**25-0891** **Board of Commissioners**

Request approval of a Resolution by the Fulton County Board of Commissioners to extend the term of the Fulton County Reparations Task Force for two (2) years; and for other purposes. **(Arrington)**

**25-0892** **Board of Commissioners**

Request approval of a Resolution directing the County Manager to include on an annual basis funding in an amount not to exceed one million dollars ($1,000,000.00) for the Fulton County Veterans' Community Services Grant Program to support services and programs for veterans residing in Fulton County, Georgia; and for other purposes. **(Arrington)**

**25-0893** **Board of Commissioners**
Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article 2 (County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-63 (Presiding Officer and Rules for Debate) of the Fulton County Code of Ordinances; to clarify procedures for designation of a presiding officer in the absence of the Chairman and Vice-Chairman; and for other purposes. **(Arrington)**

**25-0894** **Board of Commissioners**
Request approval of an Ordinance to amend Chapter 101 (General Provisions and County Governing Authority), Article 2 (County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-63 (Presiding Officer and Rules for Debate) of the Fulton County Code of Ordinances; to clarify procedures for designation of a presiding officer in the absence of the Chairman and Vice-Chairman; and for other purposes. **(Abdur-Rahman)**

**25-0895** **Board of Commissioners**
Request approval of a Resolution of the Fulton County Board of Commissioners amending policies limiting the use of Fulton County staff for certain events by members of the Fulton County Board of Commissioners; and for other purposes. **(Ellis)**

**25-0896** **Board of Commissioners**
Request approval of a Resolution by the Fulton County Board of Commissioners to address maternal and infant mortality rates with current capital investments and planned initiatives; and for other purposes. **(Ivory/Barrett)**

**25-0897** **Board of Commissioners**
Request approval of a Resolution by the Fulton County Board of Commissioners directing the County Manager to work with Select Fulton and the Fulton County Development Authority to develop a Senior Property Tax Relief Program; and for other purposes. **(Ivory)**

**EXECUTIVE SESSION**

**25-0898** **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.:** 25-0849 **Meeting Date:** 11/19/2025

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

Proclamation recognizing “American Black Film Festival 30th Anniversary Appreciation Day.” **(Arrington)**
November 6, 2025

Proclamation recognizing “Hobo Ink Appreciation Day.” **(Arrington)**
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Proclamation recognizing “Library Dads, Inc. Appreciation Day.” **(Arrington)**
November 8, 2025

Proclamation recognizing “Mt. Olive Missionary Baptist Church Appreciation Day.” **(Arrington)**
November 8, 2025

Proclamation recognizing “Q Parker Evolution of Romance Appreciation Day.” **(Arrington)**
November 14, 2025

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0850 **Meeting Date:** 11/19/2025

### Department
Finance

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Ratification of October 2025 Grants Activity Report.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Grants Policy A(10): All grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' First and Second meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding.

### 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 Fulton County October 2025 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period October 1, 2025 - October 31, 2025.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: _6_ ($191,090.25 + $0 Cash Match)
- Applications Awarded: __1__ ($3,452,972.00 + $863,243.00 Cash Match)

The following Strategic Priority Areas are Impacted by October 2025 grant applications:

- Justice and Safety
- Arts and Libraries
- Infrastructure and Economic Development

The Fulton County October 2025 Grants Activity Report (GAR)-Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through October 31, 2025. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: _44_ ($157,681,179.95 + $297,066.09 Cash Match)
- Total Applications Awarded: 20_ ($6,858,594.24 + $1,095,176.76 Cash Match)
- Total Grant Applications Denied: _1__ ($375.00.00 + No Cash Match)

Department Recommendation: Department recommends ratification of the October 2025 Grants Activity Report (GAR).

# FULTON COUNTY FY2025
# GRANTS ACTIVITY REPORT
# October 2025

Presented to:
Fulton County Board of Commissioners
Wednesday, November 19, 2025
Second Meeting

*Provided by: Fulton County Finance Department, Grants Administration Division*

FULTON COUNTY

# Exhibit 1: Board Grants Ratification Summary

## Grants Submitted and/or Awarded

October 1, 2025 - October 31, 2025

Exhibit 1 lists by Strategic Goal grants that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

## EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

### Fulton County FY2025 October 2025 Grants Activity Report

*Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings of the month. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."*

**Grant Applications Submitted and/or Awarded October 1, 2025 Through October 31, 2025 Requiring BOC Ratification**

| Dept. | Grantor | Grant Title | Grant Description | Funds Requested | County Match | Status | Previous Award from Grantor |
|---|---|---|---|---|---|---|---|
| **JUSTICE AND SAFETY** | | | | | | | |
| Sheriff | Governor's Office of Highway Safety | Pedestrian and Bicycle Safety Grant | Request approval to apply and accept a repeat grant from the Governor's Office of Highway Safety in the amount of $3,787.75 to promote the development and implementation of innovative programs to address highway safety problems relating to alcohol/impaired driving, speed, pedestrian and bicycle safety. Classes will be provided through the Sheriff community service unit to teach the National Highway Traffic and Safety Administration Children Pedestrian Safety Curriculum to Fulton County elementary school aged children. The grant period is from October 1, 2025 through September 30, 2026.<br><br>No County Cash Match | $ 3,787.75 | $ - | Pending | $ 7,033.42 |
| Superior Court | Criminal Justice Coordinating Council | DUI Court - Enhancement and Innovation Grant | Request approval to apply and accept a new enhancement and innovation grant from the Criminal Justice Coordinating Council in the amount of $28,592.00 to provide three (3) Smart Boards that will be installed in new group treatment and training rooms at the North Fulton Annex. This will allow facilitators to deliver evidence-based programming in a more interactive and engaging format. In addition, an 8 (eight) station computer lab will be established to serve Fulton County participants in Central and South Fulton County. The lab will provide structured access to technology for job readiness, digital literacy and recovery support. There is an In-Kind match of $5,046.00, which will be covered by staff salary and benefits. The grant period is from January 1, 2026 through June 30, 2026.<br><br>No County Cash Match | $ 28,592.00 | $ - | Pending | N/A |
| Superior Court | Criminal Justice Coordinating Council | Adult Felony Court - Enhancement and Innovation Grant | Request approval to apply and accept a new enhancement grant from the Criminal Justice Coordinating Council in the amount of $31,950.00 to fund a pilot program to utilize trauma informed video recorded and human reviewed saliva drug screening protocol. This program will allow the video to record on participants phones for compliance, in addition to the court's standard observed urine testing. The goals are to evaluate this approach to drug testing and combine trauma informed principles with best practices in drug testing and ensure the integrity of the toxicology data. There is a required $5,638.00 In-Kind match that will be covered through staff salary and benefits. The grant period is from January 1, 2026 through June 30, 2026.<br><br>No County Cash Match | $ 31,950.00 | $ - | Pending | N/A |
| Superior Court | Criminal Justice Coordinating Council | Mental Health Court - Enhancement and Innovation Grant | Request approval to apply and accept a new enhancement and innovation grant from the Criminal Justice Coordinating Council in the amount of $65,625.00 to support the Superior Court Program by funding transitional and Supportive housing for 25 Fulton County participants for three months. There is a required In-Kind match of $11,581.00, which will be covered by staff salary and benefits. The grant period is from January 1, 2026 through June 30, 2026.<br><br>No County Cash Match | $ 65,625.00 | | Pending | N/A |
| Superior Court | Criminal Justice Coordinating Council | Accountability Court - Enhancement and Innovation Grant | Request approval to apply and accept a new enhancement and innovation grant from the Criminal Justice Coordinating Council in the amount of $51,136.00 to provide support to the Superior Court Program by funding transitional and supportive housing for 25 Fulton County participants for three months. There is a required In-Kind match of $6,136.00, which will be covered by staff salary and benefits. The grant period is from January 1, 2026 through June 30, 2026.<br><br>No County Cash Match | $ 51,136.00 | $ - | Pending | N/A |
| | | | **Subtotal:** | **$ 181,090.75** | **$ -** | | |
| **HEALTH AND HUMAN SERVICES** | | | | | | | |
| **ARTS AND LIBRARIES** | | | | | | | |

## EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

### Fulton County FY2025 October 2025 Grants Activity Report

*Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings of the month. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."*

**Grant Applications Submitted and/or Awarded October 1, 2025 Through October 31, 2025 Requiring BOC Ratification**

| Dept. | Grantor | Grant Title | Grant Description | Funds Requested | County Match | Status | Previous Award from Grantor |
|---|---|---|---|---|---|---|---|
| Library | Best Buy Foundation | Best Buy Revitalization Grant | Request approval to apply and accept a repeat grant from the Best Buy Foundation in the amount of $10,000.00 to fund the replacement of damaged and nonfunctioning technology. The library system has technology, which includes to drones, computers, monitors, tablets, a music studio, various software, and 3D printers. The grant period is form September 1, 2025 through April 30, 2026.<br><br>No County Cash Match | $10,000.00 | $ - | Pending | $ 10,000.00 |
| | | | **Subtotal:** | **$ 10,000.00** | **$ -** | | |
| **INFRASTRUCTURE AND ECONOMIC DEVELOPMENT** | | | | | | | |
| Public Works | U.S. Environmental Protection Agency | EPA Community Grant Program | Request approval to accept a repeat grant from the U.S. Environmental Protection Agency in the amount of $3,452,972.00 to design and construct a sanitary pump station in Chattahoochee Hills. This includes installation of a force main from the pump station to convey flow to existing Cedar Grove pump station. There is a required match of $863,243.00, which is within the Department's FY25 Budget. The grant period is from August 1, 2025 through July 31, 2026.<br><br>County Cash Match: $863,243.00 | $ 3,452,972.00 | $ 863,243.00 | Awarded | $ 3,452,972.00 |
| | | | **Subtotal:** | **$ 3,452,972.00** | **$ 863,243.00** | | |
| **OPEN AND RESPONSIBLE GOVERNMENT** | | | | | | | |
| **REGIONAL LEADERSHIP** | | | | | | | |
| | | | **TOTAL:** | **$ 3,644,062.75** | **$ 863,243.00** | | |

FULTON COUNTY

# Exhibit 2: All Grants Activity

## Cumulative Through October 31, 2025

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.
Total grants broken out by grants still pending, grants awarded, and grants denied.
Grants awarded broken out by new vs. renewal and competitive vs formula.

# EXHIBIT 2: ALL GRANTS ACTIVITY

## CUMULATIVE & CURRENT PERIOD (AS OF October 31, 2025)

*Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.*

*Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.*

### ALL GRANTS ACTIVITY

| All Grants | Prior Period Grants | Prior Period Funds | Current Period Grants: 10/1/2025-10/31/2025 | Current Period Funds: 10/1/2025-10/31/2025 | Cumulative Total Grants | Cumulative Total Funds |
|---|---|---|---|---|---|---|
| Grants Pending^ | 38 | $ 157,490,089.20 | 6 | $ 191,090.75 | **44** | $ 157,681,179.95 |
| **Grants Awarded** | **19** | $ 3,405,622.24 | **1** | $ 3,452,972.00 | **20** | **$ 6,858,594.24** |
| Grants Denied | 1 | $ 375,000.00 | 0 | $ - | 1 | $ 375,000.00 |
| Cash Match Requested-2025 | - | $ 528,999.85 | - | $ 863,243.00 | - | $ 1,392,242.85 |
| **Total:** | **58** | **$ 161,799,711.29** | **7** | **$ 4,507,305.75** | **65** | **$ 166,307,017.04** |

### ALL GRANTS AWARDED, NEW VS. RENEWAL

| All Grants Awarded | Prior Period Grants | Prior Period Funds | Current Period Grants: 10/1/2025-10/31/2025 | Current Period Funds: 10/1/2025-10/31/2025 | Cumulative Total Grants | Cumulative Total Funds |
|---|---|---|---|---|---|---|
| New Grant Awards | 4 | $ 1,015,285.00 | 0 | $ - | 4 | $ 1,015,285.00 |
| Renewal/Repeat Grant Awards | 15 | $ 2,390,337.24 | 1 | $ 3,452,972.00 | 16 | $ 5,843,309.24 |
| **Total:** | **19** | **$ 3,405,622.24** | **1** | **$ 3,452,972.00** | **20** | **$ 6,858,594.24** |

### ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA

| All Grants Awarded | Prior Period Grants | Prior Period Funds | Current Period Grants: 10/1/2025-10/31/2025 | Current Period Funds: 10/1/2025-10/31/2025 | Cumulative Total Grants | Cumulative Total Funds |
|---|---|---|---|---|---|---|
| Competitive Grant Awards* | 3 | $ 61,644.50 | 1 | $ 3,452,972.00 | 4 | $ 3,514,616.50 |
| Formula Grant Awards^^ | 16 | $ 3,343,977.74 | 0 | $ - | 16 | $ 3,343,977.74 |
| **Total:** | **19** | **$ 3,405,622.24** | **1** | **$ 3,452,972.00** | **20** | **$ 6,858,594.24** |

^Includes 11 grants that were pending at the end of 2024 and carried over for tracking in 2025.

^^Formula grant awards include non-competitive grants and allocations.

*A correction was made on the August 2025 Grants Activity Report for the District Attorney, the purpose area has been changed from "Comprehensive Approach to Unsubmitted Sexual Assault Kits" to "VOCA - Victims of Crime Act."

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0851 **Meeting Date:** 11/19/2025

### Department
Finance

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
No action is requested. This reporting is being provided to meet the quarterly reporting requirement for monetary transfers among budget funds per Board resolution #09-1262.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Board Resolution #09-1262

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

### 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
This reporting is being provided to meet the quarterly reporting requirement for monetary transfers among budget funds per Board Resolution #09-1262. The General Fund had no Intra Fund Borrowings outstanding from any other County Fund as of September 30, 2025. An Intra Fund borrowing occurs when the general fund balance goes negative utilizing a positive excess cash position from another fund at the County to cover operating cash flow needs. These borrowings are then tracked daily, interest is imputed daily, and principal and interest are paid back before the fiscal year close.

See attached reporting of all funds that had negative cash position as of 09-30-2025 and had a borrowing position from the County's general fund.

**Agenda Item No.:** 25-0851 **Meeting Date:** 11/19/2025

**Scope of Work:** NA

**Community Impact:** NA

**Department Recommendation:** NA

**Project Implications:** NA

**Community Issues/Concerns:** NA

**Department Issues/Concerns:** NA

# INTEROFFICE MEMORANDUM

FULTON COUNTY

**TO:** Board of Commissioners

**THROUGH:** Dick Anderson, County Manager
Sharon Whitmore, CFO

**FROM:** Ray Turner, Interim Finance Director

**DATE:** October 10, 2025

**SUBJECT:** Intra Fund Borrowings

The General Fund had no Intra Fund Borrowings outstanding with any other County Fund as of September 30, 2025. An Intra Fund Borrowing occurs when the General Fund balance goes negative, utilizing a positive excess cash position from another fund, at the County to cover operating cash flow needs.

The below represents all funds that had negative cash positions as of 9/30/2025 and had a borrowing position from the County's General Fund.

**09-30-2025 Negative Cash Positions**

| | |
|---|---|
| Atl/Fulton Water Resource Comm #431* | (1,257,715.70) |
| Facilities Service Fund #700* | (380,184.30) |
| Total intra-fund borrowings from General Fund & other funds | (1,637,900.00) |

*These funds are pending routine reimbursements.

Ray Turner
Interim Finance Director

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0852 **Meeting Date:** 11/19/2025

### Department
Finance

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contract - Finance Department, 24RFP1336388C-MH, Professional Property & Casualty Broker Services in an amount not to exceed $94,500.00 with Edgewood Partners Insurance Center (EPIC), (Duluth, GA) to provide professional Property & Casualty brokerage 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)*
**Open and Responsible Government**

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

### Is this a purchasing item?
Yes

### Summary & Background

**Scope of Work:** Provide professional insurance brokerage services to include but not limited to marketing/placement of insurance coverages, public official bonds, claim advocate services, generating certificate of insurance and insurance consulting services.

**Community Impact:** Maintain effective insurance coverages for County operations

**Agenda Item No.:** 25-0852 **Meeting Date:** 11/19/2025

**Department Recommendation:** Finance recommends approval.

**Project Implications:** None

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

## Contract Modification

| CURRENT CONTRACT HISTORY | BOC ITEM | DATE | DOLLAR AMOUNT |
|---|---|---|---|
| Original Award Amount | | | $94,500.00 |
| **1st Renewal** | | | **$94,500.00** |
| Total Revised Amount | | | $189,000.00 |

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

**Contract Value:** **$94,500.00**
**Prime Vendor:** **EPIC Insurance Brokers, Inc.**
**Prime Status:** **Non-Minority**
**Location:** **Duluth, GA**
**County:** **Gwinnett County**
**Prime Value:** **$94,500.00 or 100.00%**

**Total Contract Value:** **$94,500.00 or 100.00%**
**Total M/FBE Value:** **$-0-**

## Exhibits Attached

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

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

Ray Turner, Interim Finance Director, 404-612-7737

## Contract Attached

No

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $94,500.00 |
| Previous Adjustments: | $0 |
| This Request: | $94,500.00 |
| TOTAL: | $189,000.00 |

## Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

☐ Cash
☐ In-Kind
☐ Approval to Award
☐ Apply & Accept

## Fiscal Impact / Funding Source

### Funding Line 1: Risk Management Fund, Non-Agency, Claims

725-999-P001-1242: Risk management Fund, Non-Agency, General Liability/Excess Insurance/Litigation Expenses - $94,500.00 (contingent upon approval of the 2026 budget)

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

## Overall Contractor Performance Rating: 97

**Would you select/recommend this vendor again?**
Yes

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

*DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE*

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT:** Finance- Risk Management

**BID/RFP# NUMBER:** 2524RFP1336388C-MH

**BID/RFP# TITLE:** Property and Casualty Broker Services

**ORIGINAL APPROVAL DATE:** January 29, 2025 Item# 25-0074

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

**RENEWAL OPTION #: 1 OF 2**

**NUMBER OF RENEWAL OPTIONS:** 2

**RENEWAL AMOUNT: $** 94,500

**COMPANY'S NAME:** Edgewood Partners Insurance Center (EPIC)

**ADDRESS:** 3780 Mansell Road, Suite 370

**CITY:** Alpharetta

**STATE:** GA

**ZIP:** 30022

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

| **FULTON COUNTY, GEORGIA** | **EDGEWOOD PARTNERS INSURANCE CENTER** |
|---|---|
| **Robert L. Pitts, Chairman**<br>**Fulton County Board of Commissioners** | **[Insert name]**<br>**[Insert title]** |
| **ATTEST:** | **ATTEST:** |
| **Tonya R. Grier**<br>**Interim Clerk to the Commission** | |
| **(Affix County Seal)** | |
| **AUTHORIZATION OF RENEWAL:** | |
| **Ray Turner, Interim Finance Director** | |

| | |
|---|---|
| **ITEM#:_____ RM:_____**<br>**FIRST REGULAR MEETING** | **ITEM#:_____ RM:_____**<br>**2ND REGULAR MEETING** |

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E3 |
| **Project** | Property & Casualty Broker Services |
| **Project Number** | 24RFP1336388C-MH |
| **Supplier** | EDGEWOOD PARTNERS INSURANCE CENTER |
| **Supplier Project Contact** | ALEXIS TOLBERT (preferred language: English) |
| **Performance Program** | Professional Services |
| **Evaluation Period** | 07/01/2025 to 09/30/2025 |
| **Effective Date** | 10/06/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | 10/06/2025 |
| **Expectations Meeting Date** | 10/06/2025 |
| **Status** | Completed |
| **Publication Date** | 10/06/2025 10:03 AM EDT |
| **Completion Date** | 10/06/2025 10:03 AM EDT |
| **Evaluation Score** | 97 |

**Related Documents**

There are no documents associated with this Performance Evaluation

**OVERALL RATING GUIDE - PROFESSIONAL SERVICES**

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

**PROJECT MANAGEMENT** **20/20**

Rating

**Outstanding:** Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

**Comments** *Not Specified*

**SCHEDULE** **20/20**

Rating

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

**Comments** *Not Specified*

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

Rating

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

**Comments** *Not Specified*

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

Rating

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

**Comments** *Not Specified*

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

Rating

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

**Comments** *Not Specified*

**GENERAL COMMENTS**

**Comments** *Not Specified*

# Contract Renewal Evaluation Form

| | |
|---|---|
| **Date:** | **October 15, 2025** |
| **Department**: | Finance |
| **Contract Number:** | 24RFP1336388C-MH |
| **Contract Title:** | Property and Casualty Broker Services (Insurance, Surety Bonds and OCIP) |

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 bid this service out in late 2024, approved the bid on January 29, 2025, item 2025-0074. No cost escalation per item has been experienced with this contract. The County has an extensive Insurance (Property & Casualty) Program. The procurement of insurance policies requires the use of a licensed Broker-of-Record, to gain access to a broad range of direct and surplus lines insurance markets (domestic and international). The Broker-of-Record must be a Licensed Insurance Agent/Broker, with a firm licensed to write underwrite insurance policies in the State of Georgia. The scope of services in this contract also includes providing consultation on Owner Controlled Insurance Program (OCIP), dedicated to the consolidation of insurance coverages, issuance of certificates of insurance and claims administration regarding the Capital Improvement Program - Library Construction projects. The Broker is also responsible for placement of the County's Public Official, Blanket/Schedule as well as bonds for the Courts.*

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:**

   ☐ **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:**

*During the selection process in 2024, this firm (EPIC} was selected as the lowest responsive bidder. Additionally, due to the specialization required for OCIP Administration component, only a few qualified firms submit proposals for these services. A "Bundled" Insurance/ OCIP program platform was used in order to obtain cost effective quotes.*

☐ **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?**

$94,500 has been spent for calendar year 2024. The total paid to date for 2025 is $86,442.49 for purchase order of $94,500 with balance expected to be paid by year end.

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: | 2022 |
| 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:**

The fees proposed for 2026 remain at $94,500 consistent with 2024 and 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?**

   *We will be unable to renew our policies to include property, crime, cyber, pollution, arts, bonds, excess work comp, airport/pilot insurance*

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0853 **Meeting Date:** 11/19/2025

### Department
Finance

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Finance Department, 24RFP09272431C-MH, Annual Cost Allocation Plan in an amount not to exceed $45,000.00 with Cherry Bekaert LLC, (Atlanta, GA) to prepare the Fulton County Annual Cost Allocation Plan to comply with the requirements of 2 CFR 200. 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)*
**Open and Responsible Government**

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

### Is this a purchasing item?
Yes

### Summary & Background

**Scope of Work:** The Finance Department requests approval of recommended renewal for professional services with Cherry Bekaert LLC. These services involve the development and preparation of Fulton County's Cost Allocation Plan which comply with the requirements of 2 CFR Part 200 (Uniform Grant Guidance) and will be used as a basis for charging indirect costs to Fulton County's various Special Revenue and Enterprise Funds. Additionally, the consultants will prepare an

indirect cost rate proposal for the contractual services provided to the Fulton County Board of Health. Federal and State granting agencies require the preparation of a Cost Allocation Plan in accordance with 2 CFR Part 200 in order to charge administrative cost (indirect costs) to federal and state funded programs

**Community Impact:** N/A

**Department Recommendation:** Recommend approval

**Project Implications:** These services involve the development and preparation of the annual cost allocation plan to comply with federal requirements 2 CFR Part 200 (Uniform Grant Guidance) and is used as a basis for charging indirect costs to various grants and develop a cost allocation to Enterprise funds and other grants.

**Community Issues/Concerns:** N/A

**Department Issues/Concerns:** N/A

## Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | 24-0867 | 10/16/2024 | $45,000.00 |
| **1st Renewal** | | **11/19/2025** | **$45,000.00** |
| Total Revised Amount | | | $90,000.00 |

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

**Contract Value:** **$45,000.00**

**Prime Vendor:** **Cherry Bekaert LLP**
**Prime Status:** **White Female Business Enterprise**
**Location:** **Atlanta, GA**
**County:** **Fulton County**
**Prime Value:** **$45,000.00 or 100.00%**

**Total Contract Value:** **$45,000.00 or 100.00%**
**Total Certified Value:** **$45,000.00 or 100.00%**

## Exhibits Attached

Exhibit 1: Cost Allocation Contract Renewal
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Performance Evaluation

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

**Agenda Item No.:** 25-0853 **Meeting Date:** 11/19/2025

Ray Turner, Interim Finance Director, 404-612-7737

## Contract Attached

No

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $45,000.00 |
| Previous Adjustments: | 0.00 |
| This Request: | $45,000.00 |
| TOTAL: | $90,000.00 |

## Fiscal Impact / Funding Source

### Funding Line 1:

100-999-S200-1257: General Fund, Non-agency, Cost Allocation - $45,000.00

| **Key Contract Terms** | |
|---|---|
| **Start Date:** 1/1/2026 | **End Date:** 12/31/2026 |
| **Cost Adjustment**: $45,000.00 | **Renewal/Extension Terms**: 1 2 Renewal options |

## Overall Contractor Performance Rating: 82

**Would you select/recommend this vendor again?**
Yes

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

**Report Period End:** **12/31/2025**

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT: _Finance**

**BID/RFP# NUMBER:24RFP09272431C-MH**

**BID/RFP# TITLE: Cost Allocation Plan**

**ORIGINAL APPROVAL DATE: December 18, 2024**

**RENEWAL EFFECTIVE DATES: January 1, 2026**

**RENEWAL OPTION #: 1 OF 2**

**NUMBER OF RENEWAL OPTIONS:** 2

**RENEWAL AMOUNT: $45,000.00**

**COMPANY'S NAME: NAME: Cherry Bekaert LLP**

**ADDRESS:3800 Glenwood Avenue, Suite 200**

**CITY: North Carolina**

**STATE: NC**

**ZIP: 27612**

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

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

**Contractor 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** | **Cherry Bekaert LLP** |
|---|---|
| **Robert L. Pitts, Chairman**<br>**Fulton County Board of Commissioners** | **[Insert name]**<br>**[Insert title]** |

**ATTEST:**

**Tonya R. Grier**
**Clerk to the Commission**

**(Affix County Seal)**

**AUTHORIZATION OF RENEWAL:**

**Ray Turner, Interim Finance Director**

| | |
|---|---|
| **ITEM#: _____ RM: _____**<br>**REGULAR MEETING** | **ITEM#: _____ 2ND RM: _____**<br>**SECOND REGULAR MEETING** |

# CERTIFICATE OF INSURANCE

# Contract Renewal Evaluation Form

| | |
|---|---|
| **Date:** | Click here to enter a date. 9/25/25 |
| **Department**: | Click here to enter text. Finance |
| **Contract Number:** | Click here to enter text. 24RFP09272431C-MH |
| **Contract Title:** | Click here to enter text. Cost Allocation Services |

Instructions:

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

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

   Click here to enter text.
   The scope and cost of this c

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

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

| | |
|---|---|
| Date of search: | Click here to enter a date. |
| Price found: | Click here to enter text. |
| Different features / Conditions: | Click here to enter text. |
| Percent difference between internet price and renewal price: | Click here to enter text. |

**Explanation / Notes:**

Click here to enter text.
The current price was apprc

☐ **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. |

**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?**

$28,010.75 with a remaining

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?**

We would be out of complia

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E3 |
| **Project** | Cost Allocation Plan |
| **Project Number** | 24RFP09272431C-MH |
| **Supplier** | Cherry Bekaert LLP |
| **Supplier Project Contact** | Omar Daniels (preferred language: English) |
| **Performance Program** | Professional Services |
| **Evaluation Period** | 07/01/2025 to 09/30/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | Not Specified |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Draft |
| **Evaluation Score** | 82 |

**Related Documents**

There are no documents associated with this Performance Evaluation

**OVERALL RATING GUIDE - PROFESSIONAL SERVICES**

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

**PROJECT MANAGEMENT** **17/20**

Rating

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

**Comments** *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** **14/20**

Rating

**Satisfactory:** Deliverables meet requirements and have an average number of issues on reports and deliverables.

**Comments** No reports were due as of 9/30/25

**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*

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0854 **Meeting Date:** 11/19/2025

### Department
Finance

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request renewal of an existing contract - Finance Department, 24RFP1337774C-MH, Financial Advisory Services in an amount not to exceed $164,000.00 with Raymond James LLC (Atlanta, GA) to provide financial advisory 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)*
**Open and Responsible Government**

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

### Is this a purchasing item?
Yes

### Summary & Background

**Scope of Work:** To provide financial advisory services for upcoming County debt issuances, including the (1) 2026 Tax Anticipation Note for General fund short term cash flow requirements, (2) jail facility repairs and renovations, (3) Fulton DeKalb Hospital Authority conduit debt financing. Separate agenda items will be brought to the Board for authorization for each specific debt financing or other financial advisory services that might be requested, this contract provides for one financial advisory for all County debt issuances throughout the term of the contract and its renewal period. The original approved contract of $217,000, only $74,500 was utilized in fiscal 2025, the new pricing

for remaining above bond issuances totals $164,000.

**Community Impact:** This ensures the County is using best financial practices to fund operational cash flow needs for 2026 and utilize financial advisory services for these upcoming bond issuances.

**Department Recommendation:** Recommend Approval

**Project Implications:** Employing financial advisors provides professional guidance and evaluation of financing options available to the County for 2026 cash flow needs.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

## Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | 25-0075 | 1/29/25 | $74,500.00 |
| 1st Renewal | | 11/17/25 | $164,000.00 |
| Total Revised Amount | | | $238,500.00 |

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

**Contract Value:** **$164,000.00**

**Prime Vendor:** **Raymond James & Associates**
**Prime Status:** **Non-Minority**
**Location:** **Atlanta, GA**
**County:** **Fulton County**
**Prime Value:** **$164,000.00 or 100.00%**

**Total Contract Value:** **$164,000.00 or 100.00%**
**Total Certified Value:** **$0.00 or 0.00%**

## Exhibits Attached

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

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

Ray Turner Interim Finance Director 404-612-7737

## Contract Attached

No

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $74,500.00 |
| Previous Adjustments: | $0.00 |
| This Request: | $164,000.00 |
| TOTAL: | $238,500.00 |

## Fiscal Impact / Funding Source

**Funding Line 1:**

100-999-D100-1609 General Non-Agency, Tax Anticipation Note $21,500

**Funding Line 2**:

Proposed facility bond financing fund to be determined, object 1130 bond issue costs $95,000.00

**Funding Line 3:**

Proposed Fulton DeKalb Hospital Authority financing, costs of the financial advisory would be absorbed by the proceeds of the bond financing, ($47,500.00)

| **Key Contract Terms** | |
|---|---|
| **Start Date:** 1/1/2026 | **End Date:** 12/31/2026 |
| **Cost Adjustment**: 164,000 | **Renewal/Extension Terms**: O renewal option remains |

## Overall Contractor Performance Rating: 100

**Would you select/recommend this vendor again?**
Yes

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

**Report Period End:** **10/29/2025**

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT: Finance**

**BID/RFP# NUMBER:24RFP1337774C-MH**

**BID/RFP# TITLE: Financial Advisory Services**

**ORIGINAL APPROVAL DATE: January 22, 2025**

**RENEWAL EFFECTIVE DATES: January 1, 2026**

**RENEWAL OPTION #: 1 OF 2**

**NUMBER OF RENEWAL OPTIONS:** 2

**RENEWAL AMOUNT: $217,000.00**

**COMPANY'S NAME: NAME:Raymond James & Associates, Inc.**

**ADDRESS:3050 Peachtree Road, Suite 702**

**CITY: Atlanta**

**STATE: GA**

**ZIP: 30305**

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

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

| | |
|---|---|
| **FULTON COUNTY, GEORGIA** | **Raymond James & Associates, Inc.** |
| **Robert L. Pitts, Chairman**<br>**Fulton County Board of Commissioners** | **[Insert name]**<br>**[Insert title]** |

**ATTEST:**

**Tonya R. Grier**
**Clerk to the Commission**

**(Affix County Seal)**

**AUTHORIZATION OF RENEWAL:**

**Ray Turner, Interim Finance Director**
**Finance Department**

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

# CERTIFICATE OF INSURANCE

# Contract Renewal Evaluation Form

| | |
|---|---|
| **Date:** | **October 24, 2025** |
| **Department**: | Finance |
| **Contract Number:** | 24 REP1337774C-MH |
| **Contract Title:** | Financial Advisory 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 contract was awarded through the Fulton County competitive bid process.

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:**

   Pricing and scope were vetted through a competitive bid process to ensure fair market value and that the scope and delivery of service would meet the County's need.

   ☐ **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:**

Each governmental entity has unique characteristics which affect the fees bid by external CPA firms. Larger counties with a broad scope of activities require more effort on the part of external auditors, which in turn yield larger audit fees. CPA firms do not quote rates on the internet.

☐ **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**

**The County is expected to spend the full contract amount for these services in 2025 of $217,000**

☐ **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?**

   $197,550 as of October 24, 2025 spent in 2025. The full contract amount of $217,000 is expected to be paid by 12/31/25.

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: | 2025 |
| Price paid: | **217,000** |
| Inflation rate: | Click here to enter text. |
| Adjusted price: | |
| Percent difference between past purchase price and renewal price: | **%** |

**Explanation / Notes:**

Click here to enter text.

5. **Is this a seasonal item or service?** ☐ **Yes** ☒ **No**
6. **Has an analysis been conducted to determine if this service can be performed in-house?** ☐ **Yes** ☒ **No** **If yes, attach the analysis.**
7. **What would be the impact on your department if this contract was not approved?**

Another investment advisor would have to be selected via procurement, delaying our required timetable For an annual audit as required by O.C.G.A. 36-81-7.

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E1 |
| **Project** | Financial Advisory Services |
| **Project Number** | 24RFP1337774C-MH |
| **Supplier** | Raymond James & Associates, Inc. |
| **Supplier Project Contact** | TOM OWENS (preferred language: English) |
| **Performance Program** | Professional Services |
| **Evaluation Period** | 01/01/2025 to 06/30/2025 |
| **Effective Date** | 10/28/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | Not Specified |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 10/28/2025 11:25 AM EDT |
| **Completion Date** | 10/28/2025 11:25 AM EDT |
| **Evaluation Score** | 100 |

**Related Documents**

There are no documents associated with this Performance Evaluation

**OVERALL RATING GUIDE - PROFESSIONAL SERVICES**

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

**PROJECT MANAGEMENT** **20/20**

Rating

**Outstanding:** Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

**Comments** *Not Specified*

**SCHEDULE** **20/20**

Rating

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

**Comments** *Not Specified*

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

Rating

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

**Comments** *Not Specified*

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

Rating

**Outstanding:** Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

**Comments** *Not Specified*

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

Rating

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

**Comments** *Not Specified*

**GENERAL COMMENTS**

**Comments** *Not Specified*

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0855 **Meeting Date:** 11/19/2025

### Department
Diversity and Civil Rights Compliance

### Requested Action
Request approval to renew an existing contract - The Department of Diversity and Civil Rights Compliance (DCRC), 24ITB144376B-RT Foreign Language Oral Interpretation and Written Translation Services in an amount not to exceed $50,000.00 with Ad Astra, Inc. (Atlanta, GA) to provide qualified foreign language interpreter translation services. This action exercises the first of two renewals. 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, 60 days if the contract term is six (6) months or less.

### Strategic Priority Area related to this item
**Open and Responsible Government**

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

### Is this a purchasing item?
Yes

### Summary & Background

**Scope of Work:** The Department of Diversity and Civil Rights Compliance request approval to renew the contract to provide qualified foreign language oral interpretation and written translation services for Fulton County sponsored benefits and services. The vendor will provide all personnel to perform qualified oral language interpreter and written translation services through telephone, personal

computer/laptop devices and/or through video remote interpreting as requested by County Department staff 24 hours per day, 7 days per week and 365 days per year. Fulton County is required under Title VI of the Civil Rights Act of 1965, as amended, to ensure that all services, programs and benefits are accessible to persons with limited English proficiency.

**Community Impact:** The present request ensures that federally mandated Title VI communication requirements and considerations are implemented for all County programs serving individuals with limited English proficiency. If this contract request is not approved, Fulton County would not be in compliance with the Title VI of the Civil Rights Act, as amended, and would risk legal exposure and sanctions, including loss of federal funding.

**Department Recommendation:** The Department of Diversity and Civil Rights Compliance is requesting the Board of Commissioners approve the selection of foreign language and translation consultant services from Ad Astra, Inc.

**Project Implications:** Failure to approve the renewal could result in no available funding to support persons with limited English proficiency seeking access to Fulton County programs, activities and services and maintain compliance with Title VI of Civil Rights Act of 1964.

**Community Issues/Concerns:** The Department of Diversity and Civil Rights Compliance is not aware of any issues/concerns regarding the agenda item.

**Department Issues/Concerns:** The Department of Diversity and Civil Rights Compliance is not aware of any issues/concerns regarding the agenda item.

## Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | 102-369 | 10/31/2024 | $50,000.00 |
| 1st Renewal | | | $50,000.00 |
| Total Revised Amount | | | $100,000.00 |

## Contract & Compliance Information

**Contract Value:** **$50,000.00**
**Prime Vendor:** **Ad Astra, Inc.**
**Location:** **Atlanta, GA**
**County:** **Fulton County**
**Prime Value:** **$50,000.00 or 100.00%**

**Total Contract Value:** **$50,000.00 or 100.00%**
**Total M/FBE Value:** **$50,000.00 or 100.00%**

## Exhibits Attached

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contractor Performance Report

Exhibit 3: Contractor Renewal Evaluation

## Contact Information

Mrs. Melissa Cuthrell, Director- Department of Diversity and Civil Rights Compliance
404-931-0995

## Contract Attached

No

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $50,000.00 |
| Previous Adjustments: | |
| This Request: | $50,000.00 |
| TOTAL: | $100,000.00 |

## Grant Information Summary

| | |
|---|---|
| Amount Requested: | N/A |
| Match Required: | N/A |
| Start Date: | N/A |
| End Date: | N/A |
| Match Account $: | N/A |

☐ Cash
☐ In-Kind
☐ Approval to Award
☐ Apply & Accept

## Fiscal Impact / Funding Source

### Funding Line 1:

100-186-1822-1162, General Funds, DCRC, Office of Employment, Interpreter,

| **Key Contract Terms** | |
|---|---|
| **Start Date:** 11/19/2024 | **End Date:** 12/31/2026 |
| **Cost Adjustment**: | **Renewal/Extension Terms**: 2<br>2 renewal options |

**Overall Contractor Performance Rating**: 91

**Would you select/recommend this vendor again?**
Yes

| **Report Period Start:** | **Report Period End:** |
|---|---|
| **6/13/2025** | **9/12/2025** |

# Contract Renewal Evaluation Form

| | |
|---|---|
| **Date:** | **October 20, 2025** |
| **Department**: | DIVERSITY AND CIVIL RIGHTS COMPLIANCE (DCRC) |
| **Contract Number:** | **24ITB144376B-RT** |
| **Contract Title:** | **Foreign Language Oral Interpretation & Written Translation** |

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.**

   DCRC in conjunction with the Fulton County Department of Purchasing and Contract Compliance completed an invitation to bid process, which ran from August 2024 through October 2024 whereby the vendor with the lowest responsible bidder was selected to perform the service.

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

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

| | |
|---|---|
| Date of search: | Click here to enter a date. |
| Price found: | Click here to enter text. |
| Different features / Conditions: | Click here to enter text. |
| Percent difference between internet price and renewal price: | Click here to enter text. |

   **Explanation / Notes:**

   Click here to enter text.

☐ **Market Survey of other jurisdictions:**

| | |
|---|---|
| Date contacted: | Click here to enter a date. |
| Jurisdiction Name / Contact name: | Click here to enter text. |
| Date of last purchase: | Click here to enter a date. |
| Price paid: | Click here to enter text. |
| Inflation rate: | Click here to enter text. |
| Adjusted price: | Click here to enter text. |
| Percent difference between past purchase price and renewal price: | Click here to enter text. |
| Are they aware of any new vendors? | ☐ **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):**

DCRC conducted an open solicitation where prices were compared from other vendors.

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

   $7,352.85

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 County would be in violation of Title VI of the Civil Rights of 1964, which mandates that local government entities take reasonable steps to ensure individuals with Limited English Proficiency (LEP) have meaningful access to service. Additionally, the entire county would be without a foreign language service provider to provide oral and written translation, creating a hardship for members of the public who need county services and the employees assisting.

| Maleka Rahman | October 20, 2025 |
|---|---|
| **Prepared by** | **Date** |
| Melissa Cuthrell | October 21, 2025 |
| **Department Head** | **Date** |

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E4 |
| **Project** | Foreign Language Oral Interpretation & Written Translation Services |
| **Project Number** | 24ITB144376B-RT |
| **Supplier** | Ad Astra |
| **Supplier Project Contact** | Emily Layher (preferred language: English) |
| **Performance Program** | Goods and Commodity Services |
| **Evaluation Period** | 06/13/2025 to 09/12/2025 |
| **Effective Date** | 09/15/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | 09/11/2025 |
| **Expectations Meeting Date** | 09/15/2025 |
| **Status** | Completed |
| **Publication Date** | 09/15/2025 09:01 AM EDT |
| **Completion Date** | 09/15/2025 09:01 AM EDT |
| **Evaluation Score** | 91 |

**Related Documents**

There are no documents associated with this Performance Evaluation

**OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES**

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

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

Rating

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

**Comments** *Not Specified*

**TIMELINESS OF PERFORMANCE** **17/20**

Rating

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

**Comments** *Not Specified*

**BUSINESS RELATIONS** **20/20**

Rating

**Outstanding:** The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

**Comments** *Not Specified*

**CUSTOMER SATISFACTION** **20/20**

Rating

**Outstanding:** Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

**Comments** *Not Specified*

**COST CONTROL** **17/20**

Rating

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

**Comments** *Not Specified*

**GENERAL COMMENTS**

**Comments** *Not Specified*

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT: Office of Diversity & Civil Rights Compliance**

**BID/RFP# NUMBER:24ITB144376B-RT**

**BID/RFP# TITLE: Foreign Language Oral Interpretation & Written Translation**

**ORIGINAL APPROVAL DATE: November 29, 2024**

**RENEWAL EFFECTIVE DATES: January 1, 2026, through December 31, 2026**

**RENEWAL OPTION #: 1 OF 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: $50,000.00**

**COMPANY'S NAME: Ad Astra, Inc**

**ADDRESS:8701 Georgia Ave. Suite #808**

**CITY: Silver Spring**

**STATE: GA**

**ZIP: 20910**

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

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

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

**ATTEST:**

**Tonya R. Grier**
**Clerk to the Commission**

**(Affix County Seal)**

**AUTHORIZATION OF RENEWAL:**

**Melissa Cuthrell, Director**
**Office Of Diversity & Civil Rights Compliance**

**Ad Astra**

**Emily Layher**
**Director of Government Sales**

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

# CERTIFICATE OF INSURANCE

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0856 **Meeting Date:** 11/19/2025

### Department
Real Estate and Asset Management

### Requested Action
Request approval of Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and Medley Johns Creek Phase 1 Owner, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 11660 Johns Creek Pkwy, Johns Creek, Georgia 30097.

### Requirement for Board Action
Pursuant to the Rules of the Georgia Department of Public Health for On-Site Sewage Management Systems, § 511-3-1-.03(1)(a), any building, residence, or other facility designed or used for human occupancy or congregation must provide a sewerage system within the building and that system must be connected to the public system in most situations, including the current development. In addition, pursuant to FCC § 1-117, the Board of Commissioners are vested with exclusive jurisdiction to direct and control all the property in the County, according to law. Finally, O.C.G.A. § 36-10-1 requires that all contracts entered into by a county governing authority on behalf of a county be in writing and entered on the governing authority's minutes.

### Strategic Priority Area related to this item
Open and Responsible Government

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

### Is this a purchasing item?
No

### Summary & Background

**Agenda Item No.:** 25-0856 **Meeting Date:** 11/19/2025

**Scope of Work:** The Department of Real Estate and Asset Management, DREAM, and the Department of Public Works, in accordance with County Policy and the Statute of Frauds, request the approval of the Fulton Board of Commissioners to execute a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement with Medley Johns Creek Phase 1 Owner, LLC.

Georgia Department of Public Health regulations require that where a permitted public sanitary sewer system is available, developments and a property requiring sanitary sewer services shall obtain sanitary sewer service through an extension of the public service system.

Medley Johns Creek Phase 1 Owner, LLC, the Owner of the real property located at 11660 Johns Creek Pkwy, Johns Creek, Georgia 30097, has agreed to provide Fulton County easement access for the purpose of maintaining and expanding the county's sewer system within their Development.

The purpose of the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement is to formalize maintenance responsibilities and conditions for legal access for Fulton County, Medley Johns Creek Phase 1 Owner, LLC, and future owners that may acquire the Development at 11660 Johns Creek Pkwy, Johns Creek, Georgia 30097.

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

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

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

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

## Fiscal Impact / Funding Source

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

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

Cross Reference:
Book 69289, Page 22
Book 67662 Page 594

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

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

This SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT ("Agreement") is made and entered into this_____day of _____, 2025, by and between MEDLEY JOHNS CREEK PHASE 1 OWNER, LLC, ("Owner") and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County") (the words "Owner" and "County" to include their respective heirs, successors and assigns where the context requires or permits).

## W I T N E S S E T H :

**WHEREAS,** Owner is the owner of certain real property located on Land Lot 398, 399, 400, 403, 404, and 405, of the 1st District of Fulton County, Georgia being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Development"); and

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

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

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

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

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

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

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

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

1. Grant of System Ownership: Owner does hereby grant, bargain, convey, sell, assign and transfer, free and clear of all claims and encumbrances, representation or recourse, to the County all of Owner's right, title and interest in and to the sanitary sewer system as an extension of County's sanitary sewer system, including without limitation all mains, taps and connections, and related appurtenances. The foregoing transfer also includes all of Owner's right, title and interest in and to all manufacturers' warranties express or implied for the sanitary sewer system.

2. Extent of System: Owner agrees that for purposes of this Agreement, the sanitary sewer system begins at the publicly owned road right-of-way on which the Development fronts and is in existence prior to initiation of the Development, or at the County installed sanitary sewer outfall servicing the Development. The system extends along and to, but not beyond, the end of each sanitary sewer main (normally 8 inches or larger), to each and to any County furnished sanitary sewer service. Where service laterals are furnished by the Owner, the system shall end at the system connection to the residential cleanout.

3. Warranty: Owner agrees that they or their contractor(s) shall maintain the installed sanitary sewer mains and appurtenances for a period of fifteen (15) months from the date of FINAL approval or until the END OF MAINTENANCE INSPECTION shows no defects or deficiencies in the system by correcting all defects or deficiencies in materials and workmanship. Owner assumes all liability associated with any defects in either construction practices or materials used during the warranty period, including cost-recovery for any repairs facilitated by Fulton County made necessary by defects that resulted in loss of customer

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

4. Access: Owner agrees to provide the County with unrestricted access to the sanitary sewer system for any purpose related to the operation and/or maintenance of the system. Owner does hereby grant, bargain, sell, and convey to County and to County's successors and assigns a perpetual non-exclusive easement to access, use, maintain, repair, upgrade, replace, relocate and remove underground sanitary sewer lines and associated facilities in the private roads located on any recorded plat(s) (hereinafter the "Plats") of said Development as described on **Exhibit "A"**. County's right to access the Easement shall include methods for gaining entry through any locked gates or fencing for the purpose of handling emergency repairs 24 hours a day, 7 days a week as well as for any other action related to the Sanitary Sewer System. The County's access rights shall be formalized in a permanent easement agreement that is recorded and dedicated to Fulton County in **Deed Book** 69289 **, Page(s)** 22 , Fulton County, Georgia Real Estate Records. If applicable, sanitary sewer system easements shall be depicted on the final plat.

5. Sanitary Sewer Quality, Monitoring, and Reports: The County shall provide and maintain sanitary sewer service of a quality that, at a minimum, meets State and Federal regulations and shall monitor and report the quality of the sanitary sewer system as required by such regulations. With respect to commercial and/or mixed-use developments, the County reserves the right to take samples internal to the system and require improvements including, but not limited to, sampling stations and flushing units as needed to maintain sanitary sewer quality.

6. Reservation of Rights: Owner reserves the right to use the Easement as described in **Deed Book** 69289 **Page** 22 for any and all lawful purposes, except that such use may not unreasonably interfere with the exercise by County of its rights in the Easement granted thereby. Without limiting the generality of the foregoing: (i) Owner may grant and establish other easements in all or any part of the Easement, so long as the grant is lawful and does not materially interfere with the rights hereby granted to County, and (ii) Owner may construct within the Easement, streets, roads, parking lots, sidewalks, fences, landscaping, signage, lighting and other architectural or entry features that may be used in conjunction with the Development of which the Easement forms a part, however, such improvements may not cause damage to the sanitary sewer lines and associated facilities within the Easement. County shall use its best efforts not to interfere with or negatively impact the quiet enjoyment of Owner in the exercise by County of its rights pursuant to this Agreement. During periods of maintenance and repair, County shall endeavor to provide reasonable access for Owner and Owner's members and invitees across the Easement.

7. Responsibility for Maintenance and Repair:

(a) Residential-only Developments:

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

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

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

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

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

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

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

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

9. Billing: Where a master meter is provided by County, Owner shall meter individual services on the sanitary sewer system using County standard meters and shall bill and collect fees for sanitary sewer usage by individual services. Individual services shall be billed based on County standard sanitary sewer service rates. Owner may incorporate a reasonable administrative fee for reading meters, calculating and transmitting bills, and collecting the fees for usage. Owner shall be responsible for any differential between master meter registered sanitary sewer usage and the sum of individual service sanitary sewer usage. Such usage shall be reconciled and billed on an annual basis or as otherwise deemed appropriate by County.

10. Indemnification: Owner, its successors and assigns, hereby agree to release, indemnify, defend and hold harmless the County, its Commissioners, officers, agents, employees, successors, assigns, elected officials, and any other person acting on its behalf, from and against any and all losses (including death), claims, demands, debts, damages, accounts, settlements, obligations, liabilities, costs, judgments and claims for attorney's fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the existence, installation, maintenance, repair, alteration, modification, deterioration or failure of any sanitary sewer systems or pipes located within Development. Said Owner hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sanitary sewer line for the use of the property as herein agreed.

11. Notices. All notices and communications required or permitted hereunder shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the applicable party at the addresses identified below or at such other address as such party may theretofore have furnished to the other party by written notice. The effective date of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused. Notices shall be addressed as follows:

| | |
|---|---|
| Owner: | Medley Johns Creek Phase 1 Owner, LLC<br>c/o Toro Development, LLC<br>6200 Avalon Boulevard<br>Alpharetta, Georgia 30009<br>Attn: John Kelley and Vicky Boyce<br>E-mail: john.kelley@torodevco.com<br>Vicky.boyce@torodevco.com |
| County: | David Clark, P.E.<br>Director, Department of Public Works<br>141 Pryor Street, S.W.<br>Suite 6001<br>Atlanta, GA 30303 |

12. Covenants Running with the Land: The provisions of this Agreement shall be deemed covenants running with the land for the benefit of the County and its assigns and shall pass to and be binding on Owner's heirs, assigns and successors in title to the Development or any subdivided portion thereof. Owner shall further include the provisions of this Agreement in the establishment of any other entity which may obtain ownership rights to any portion of the Development or the land thereof such as a Homeowners Association which shall own common area, or purchaser of any individual residential lot, or any tract of land for any purpose.

13. Joint and Several Liability: Owner and its successors and assigns, hereby agree that to the extent permitted by law, they shall be jointly and severally liable for all obligations defined in this Agreement, and the taking of any actions required under this Agreement.

14. Modification: This Agreement may not be modified except by written agreement between the County and all parties subject to this agreement or an entity such as a Homeowners Association representing all affected parties.

15. Governing Law: This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of Georgia.

16. Severability: If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified or terminated orally, except by a written instrument signed by the party against whom enforcement is sought.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

19. Interpretation: No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. For all purposes of interpretation or construction of this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

20. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

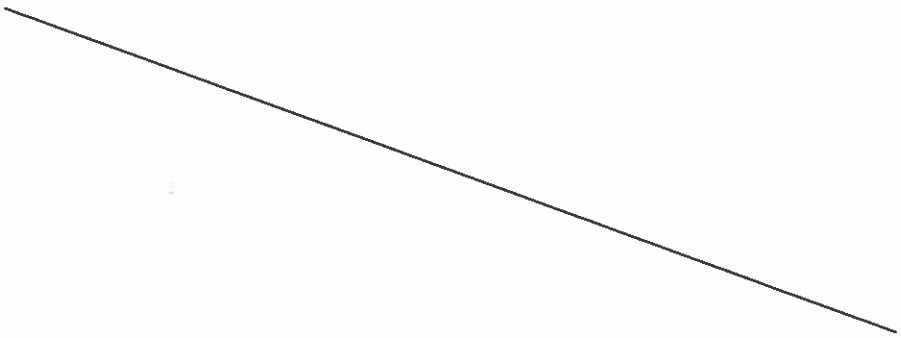
21. Waiver. Nothing in this Agreement shall be construed as a waiver of sovereign immunity.

22. Miscellaneous. This Agreement may not be modified orally or in any manner other than by a written agreement signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Time is of the essence in this Agreement. This Agreement shall be governed by the laws of the State of Georgia without regard to the conflict of law's provisions thereof.

23. Effective Date. This Agreement will become effective upon approval by the Fulton County Board of Commissioners of their interest in the Easement and will be recorded by County as soon as practicable after such approval and execution by County.

24. Recitals: All recitals contained herein are hereby incorporated by reference into this Agreement and made a part hereof

25. Recording: County shall record this document with the Clerk of the Fulton County Superior Court in the Land Records with a copy of the recorded documents provided to the Department of Public Works, Water Resources Division, and Owner.



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)

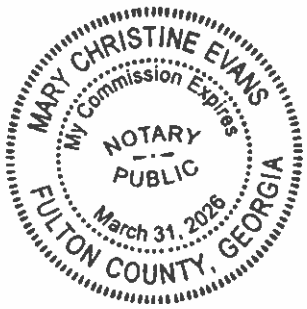
**OWNER**

**MEDLEY JOHNS CREEK PHASE 1 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: c/o Toro Development
6200 Avalon Boulevard
Alpharetta, Georgia 30009




[Signatures continued on next page.]

Signed, sealed and delivered this ____day of _____, 2024 in the presence of:

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

_____
Witness

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

_____
[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

_____
Y. Soo Jo, County Attorney

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

_____
David E. Clark, Director
Department of Public Works

EXHIBIT "A"

**The Sewer Easement granted herein pertains only to that portion of the Sewer Easement Plan which is located on the Property described below:**

Tract 1

All that tract or parcel of land lying and being in Land Lots 398, 399, 400, 403, 404 and 405 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at a Right of Way Monument found at the easternmost mitered point of the intersection of the southwesterly Right of Way of McGinnis Ferry Road (Variable R/W) and the southeasterly Right of Way of Johns Creek Parkway (Variable R/W), thence running along said miter South 67° 41' 45" West a distance of 38.05 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and running along the southwesterly proposed Right of Way of McGinnis Ferry Road the following courses: thence running along a curve to the right an arc length of 434.61 feet, (said curve having a radius of 1005.00 feet, with a chord bearing of South 40° 55' 29" East, and a chord length of 431.23 feet) to a point; thence South 28° 32' 10" East a distance of 160.00 feet to an iron pin set; thence North 61° 27' 50" East a distance of 13.00 feet to an iron pin set; thence South 28° 32' 10" East a distance of 444.22 feet to an iron pin set; thence leaving said proposed Right of Way and running South 58° 15' 59" West a distance of 38.07 feet to an iron pin set; thence South 35° 28' 20" West a distance of 873.20 feet to a mag nail set; thence South 54° 47' 00" East a distance of 460.71 feet to an iron pin set on the northerly proposed Right of Way of Lakefield Drive; thence running along said proposed Right of Way along a curve to the left an arc length of 242.74 feet, (said curve having a radius of 752.20 feet, with a chord bearing of South 66° 37' 31" West, and a chord length of 241.69 feet) to a point; thence South 57° 24' 04" West a distance of 107.97 feet to a point; thence running along a curve to the right an arc length of 233.61 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 65° 57' 13" West, and a chord length of 232.75 feet) to an iron pin set; thence leaving proposed Right of Way and running North 34° 57' 50" East a distance of 458.80 feet to an iron pin set; thence North 34° 56' 27" East a distance of 3.50 feet to a point; thence running along a curve to the left an arc length of 23.56 feet, (said curve having a radius of 15.00 feet, with a chord bearing of North 10° 02' 11" West, and a chord length of 21.21 feet) to a point; thence North 55° 02' 11" West a distance of 93.00 feet to a point; thence South 34° 57' 49" West a distance of 19.01 feet to a point; thence North 55° 02' 11" West a distance of 125.00 feet to a point; thence North 34° 57' 49" East a distance of 270.50 feet to a point; thence North 55° 02' 11" West a distance of 198.00 feet to a point; thence South 34° 57' 49" West a distance of 682.50 feet to a point; thence South 55° 02' 11"

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Said tract contains 24.533 Acres (1,068,642 Square Feet).

DS

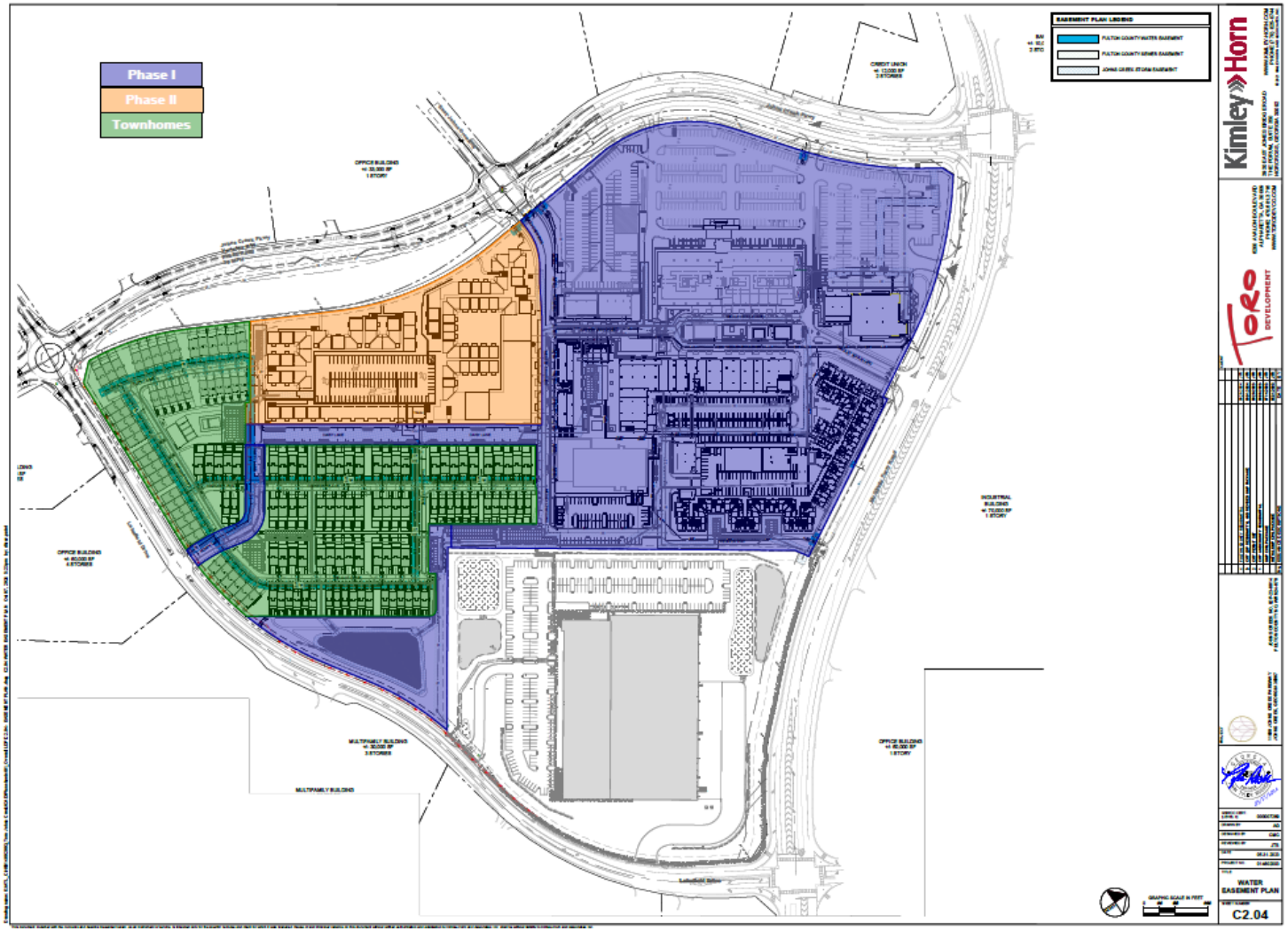
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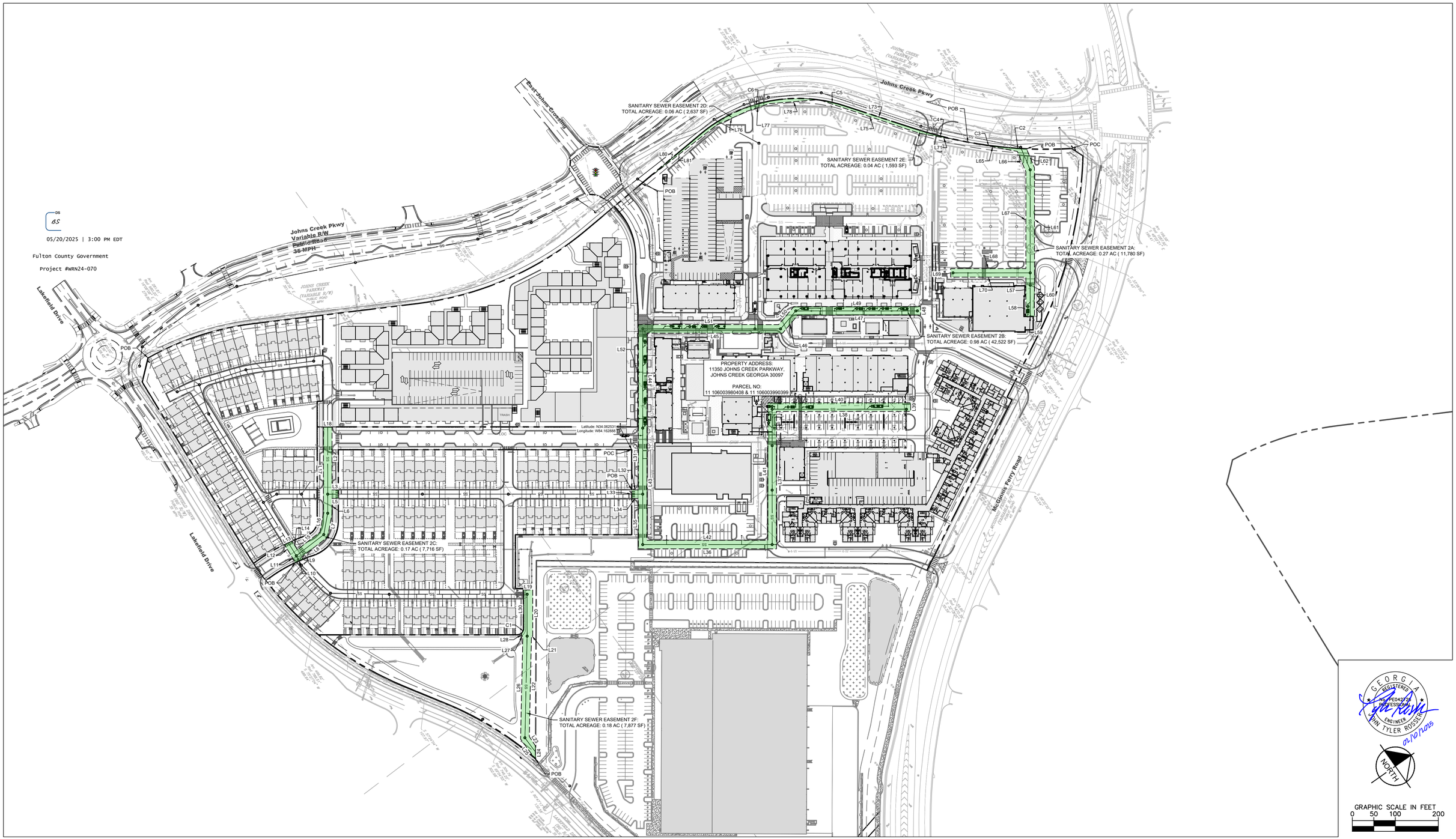
05/20/2025 | 3:00 PM EDT

Fulton County Government

Project #WRN24-070

**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\2025-02-10 Easement Exhibits\Toro Mixed Use Subdivision\Sewer\Toro Medley Mixed Use Sewer Easements.dwg Exhibit Feb 11, 2025 9:04am by: alex.gallegos


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


TITLE: *TORO MEDLEY MIXED-USE SEWER EASEMENT EXHIBIT*

PROJECT: *MEDLEY-JOHNS CREEK TOWN CENTER*

CLIENT: *TORO DEVELOPMENT COMPANY*

| | |
|---|---|
| JOB NUMBER: | 014602003 |
| SCALE: | 1" = 100' |
| DATE: | 02/10/2025 |
| SHEET: | EXHIBIT A |


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# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0857 **Meeting Date:** 11/19/2025

### Department
Real Estate and Asset Management

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

### Requirement for Board Action
Fulton County is authorized to grant an encroachment on its sewer 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 1 Owner, LLC, the owner of the real property located at

11660 Johns Creek Pkwy, Johns Creek, GA 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 sewer line easement area.

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

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within an existing Fulton County sewer 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 sewer line easement as referenced and recorded in Deed Book 69289, Page 22.

At the request of Medley Johns Creek Phase 1 Owner, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 8,365 square feet, and confirmed that the County's sewer 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 sanitary sewer service line while granting the property owner conditional approval to install stormwater improvements within the County's sewer easement area.

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

**Project Implications:** No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to be installed within a portion of a County's sewer easement.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

## Fiscal Impact / Funding Source

Approval of the Agenda Item does not involve 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

Deed/Plat Book 69289, Page 22
Deed Book 67662, Page 594

**INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT**

THIS AGREEMENT, made this ____ day of _____, 2025, between MEDLEY JOHNS CREEK PHASE 1 OWNER, LLC, a Delaware limited liability company, a property owner within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (the "County").

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

67662 594

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as Phase 1 of Medley Johns Creek Project, and as more fully described in that certain conveyance recorded in Deed Book ___, Page ___ of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference.

69289 22

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) ___, Page __ of Fulton County, Georgia records, and hereby grants Owner a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance 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.

4.

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.

5.

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.

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.

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 to Owner, 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 in whole or in part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

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

The License conveyed to Owner by this Agreement shall be binding upon Owner, its assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision 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.

The License conveyed to Owner by this 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: Fulton County
County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

OWNER: Medley Johns Creek Phase 1 Owner, LLC
c/o Toro Development, LLC
6200 Avalon Boulevard
Alpharetta, Georgia 30009
Attn: John Kelley and Vicky Boyce
E-mail: john.kelley@torodevco.com
Vicky.boyce@torodevco.com

1st District, 1st Section, Land Lot(s) 398, 399, 400, 403, 404 and 405

Parcel Number: 11 106003990399

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

Signatures:

OWNER

MEDLEY JOHNS CREEK PHASE 1 OWNER, LLC, a Delaware limited liability company

Signed sealed and delivered in the presence of

Unofficial Witness

Signature (Authorized Party to Bind Owner Entity)

Notary Public
My Commission Expires: 3/31/26

Vicky Boyce, Authorized Signatory

Signatory's Name and Title (printed)

(Notary Seal)

MARY CHRISTINE EVANS
NOTARY PUBLIC
My Commission Expires
March 31, 2026
FULTON COUNTY, GEORGIA

Owner's Address: 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

[Signatures continued on next page.]

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

_____
Witness

_____
[Notarial Seal]

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

_____
David E. Clark, Director
Department of Public Works

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

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

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

Exhibit A

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

Tract 1

All that tract or parcel of land lying and being in Land Lots 398, 399, 400, 403, 404 and 405 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

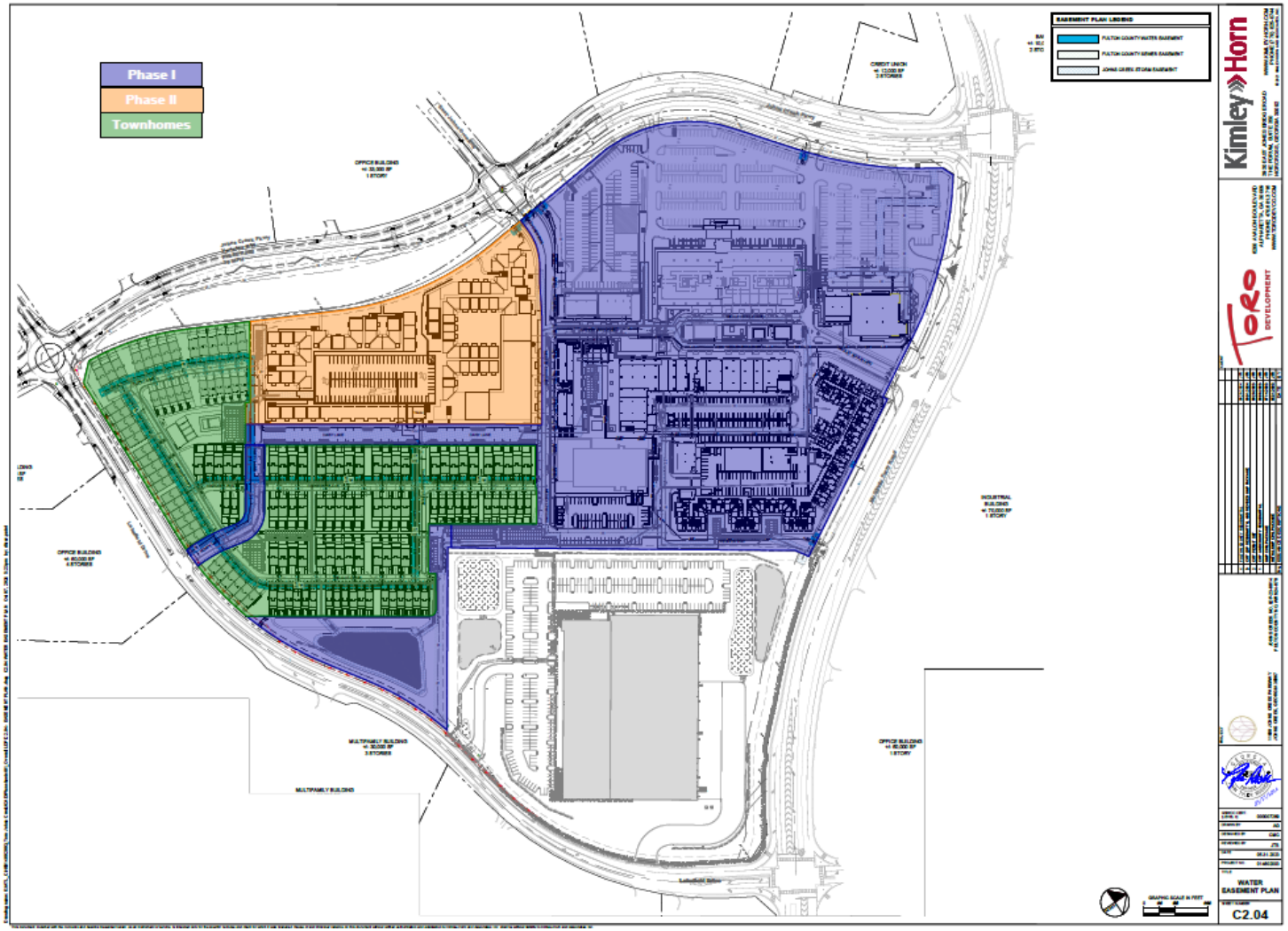
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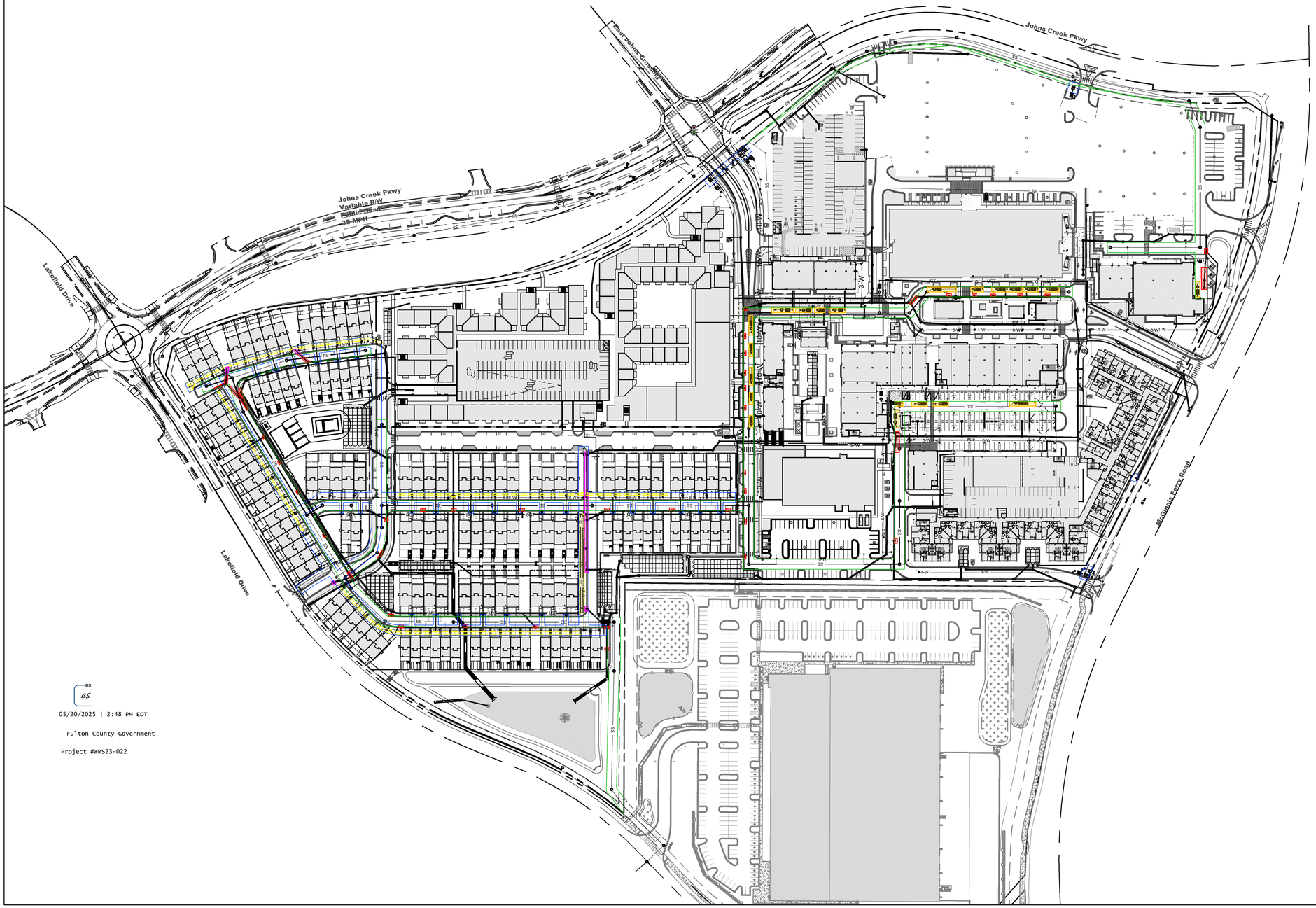
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Parcel Number: 11 106003990399

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K:\ATL_Civil\014602003_Toro Johns Creek\CAD\Exhibits\2025-02-17 Revised Enchroachment 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 ENCHROACHMENT: | N/A |
| **TH PHASE:** | |
| WATER EASEMENT ENCROACHMENT: | 14,626 SF |
| SEWER EASEMENT ENCHROACHMENT: | 1,517 SF |

GEORGIA REGISTERED NO. PE042721 PROFESSIONAL ENGINEER JOHN TYLER ROSSER 02/21/2025

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 |
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# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0858 **Meeting Date:** 11/19/2025

### Department
Real Estate and Asset Management

### Requested Action
Request approval of a Resolution approving a Lease Agreement between Fulton County, Georgia (Landlord) and the City of Hapeville (Tenant) to lease County-owned real property formerly known as the Hapeville Health Center, located at 3444 Claire Drive, Hapeville, Georgia 30354; authorizing the Chairman of the Fulton County Board of Commissioners to execute the Lease Agreement and related documents; authorizing the County Attorney to approve the Lease Agreement and related documents as to form and make necessary modifications thereto prior to execution; and for other purposes.

### Requirement for Board Action
Pursuant to Fulton County Code ("FCC") § 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.

### 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 City of Hapeville is seeking approval of the Fulton County Board of Commissioners to execute a long-term Lease Agreement for County-owned real property located at 3444 Claire Drive, Hapeville, Georgia 30354. The former Hapeville Health Center property is not in

use and will require extensive capital repairs before occupancy. The Department of Real Estate and Asset Management (DREAM) and the City of Hapeville have negotiated mutually acceptable rental terms, subject to the approval of the Board of Commissioners.

The City of Hapeville will complete all capital improvements required to repurpose the facility to provide government services to Hapeville residents. The initial lease term shall be twenty-five (25) years, with an option to renew for an additional twenty-five (25) years. The annual rental rate will be set at one dollar ($1.00), with consideration for the rental based on Hapeville's maintenance and repair of the property, as well as the benefit to County residents of having a renovated community center.

**Community Impact:** The former health center facility is currently vacant and has experienced vandalism. The City of Hapeville recognizes the opportunity to revitalize this space and intends to renovate and repurpose the building into a community center. This initiative is expected to have a meaningful and positive impact on the surrounding community by providing a safe, inclusive, and accessible environment for residents to gather, engage, and participate in local programs.

**Department Recommendation:** The Department of Real Estate and Asset Management, DREAM, recommends approving the Lease Agreement to formalize the negotiated rental terms with the City of Hapeville.

**Project Implications:** The approval of a long-term Lease Agreement will serve as a public affirmation of the collaborative partnership between Fulton County and the City of Hapeville, confirming a shared commitment to enhancing the delivery of government services for all residents and visitors throughout Fulton County.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

## Fiscal Impact / Funding Source

Annual rental incomes and all payments to be received from the city of Hapeville will be deposited into the General Fund.

**A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA (LANDLORD) AND THE CITY OF HAPEVILLE (TENANT) TO LEASE COUNTY-OWNED REAL PROPERTY FORMERLY KNOWN AS THE HAPEVILLE HEALTH CENTER, LOCATED AT 3444 CLAIRE DRIVE, HAPEVILLE, GEORGIA 30354; AUTHORIZING THE CHAIRMAN OF THE FULTON COUNTY BOARD OF COMMISSIONERS TO EXECUTE THE LEASE AGREEMENT AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE LEASE AGREEMENT AND RELATED DOCUMENTS AS TO FORM AND MAKE NECESSARY MODIFICATIONS THERETO 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; and

**WHEREAS,** Fulton County, Georgia ("Fulton County") owns certain real property located at 3444 Claire Drive, Hapeville, Georgia 30354, consisting of approximately 0.4591 acres and formerly known as the Hapeville Health Center ("Property"); and

**WHEREAS,** the City of Hapeville, a municipal corporation of the state of Georgia ("Hapeville"), has submitted a request to the Fulton County Department of Real Estate and Asset Management Department ("DREAM") to enter into a long-term lease of the Property prior to repurposing the on-site facility to provide government services for the residents of Hapeville; and

**WHEREAS,** DREAM and Hapeville have negotiated mutually acceptable rental terms for the Property which include an initial term of twenty-five years with an option to renew for an additional twenty-five years; and

**WHEREAS**, in lieu of monetary compensation for Hapeville's lease of the Property, Hapeville will provide the County with the benefit of maintenance and repair of the Property, and the provision of government services to County residents therefrom; 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 the County, as they may deem expedient, according to law.

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Commissioners hereby approves the Lease Agreement between Fulton County, Georgia, and the City of Hapeville, a municipal corporation of the State of Georgia, in substantially the form attached hereto as Exhibit A, for the purpose of leasing County-owned property located at 3444 Claire Drive, Hapeville, Georgia 30354, to Hapeville to provide government services.

**BE IT FURTHER RESOLVED,** that the Chairman of the Board of Commissioners is hereby authorized to execute the Lease Agreement and any related documents.

**BE IT FURTHER RESOLVED,** that the County Attorney is hereby authorized to approve the Lease Agreement and any related documents as to form, and to make modifications thereto as are necessary to protect the interests of Fulton County, prior to execution by the Chairman.

**BE IT FURTHER 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)
Fulton County Board of Commissioners

ATTEST:

_____

Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

EXHIBIT A

Form of Lease Agreement

**HAPEVILLE HEALTH CENTER**

**STATE OF GEORGIA,**

**COUNTY OF FULTON**

**LEASE AGREEMENT**

This LEASE AGREEMENT, hereinafter referred to as "**Agreement**," is made and effective as of the last date of signature hereto, the ____ day of _____, 2025 ("Effective Date"), by and between **FULTON COUNTY, GEORGIA, A POLITICAL SUBDIVISON OF THE STATE OF GEORGIA,** whose business address for purpose of this Agreement is 141 Pryor Street, SW, Atlanta, Georgia 30303, hereinafter referred to as "**Lessor**," and the **CITY OF HAPEVILLE, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA**, whose business address for purpose of this Agreement is 3468 North Fulton Avenue, Hapeville, Georgia 30354, hereinafter referred to as "**Lessee**." Both Lessor and Lessee may be referred to individually as "**Party**" and together as "**Parties**".

**WITNESSETH:**

**WHEREAS**, Lessor owns that certain piece of real property located at 3444 Claire Drive, Atlanta, Georgia 30354, consisting of approximately 0.4591 acre and further described and depicted on **Exhibit A** attached hereto and incorporated herein by reference ("Property"), and which includes an onsite building formerly named the Hapeville Neighborhood Health Center ("Center"); and

**WHEREAS**, Lessor previously utilized the Property and the Center to provide health and community services for Fulton County residents; and

**WHEREAS**, Lessee desires to lease the Property from Lessor for the purpose of using the facilities thereon, including the Center, to provide services to the residents of the City of Hapeville and Fulton County as contemplated by Article IX, Section III, Paragraph I of the Georgia Constitution, including but not limited to use as a community recreation center; and

**WHEREAS**, Lessee will provide such services to the residents of the City of Hapeville and Fulton County in accordance with the terms and conditions hereinafter set forth; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties do agree as follows:

## ARTICLE I

## THE PROPERTY

Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by Lessee, has leased and rented, and

by these presents does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the Property, including the Center, but excluding all areas of the Property currently in use as the Hapeville Branch Library and the Hapeville Senior Center as more particularly depicted in **Exhibit A**, attached hereto and incorporated herein by reference.

## ARTICLE II
## LEASE TERM

Subject to the terms and conditions herein, Lessee shall have and hold the Property for an initial term of twenty-five (25) years ("Initial Term") with the option to renew for one (1) additional twenty-five (25) year period (together with the Initial Term, "Term"), upon the mutual written consent of both Parties, unless earlier terminated pursuant to Articles VIII, IX, X, XIV, XV and/or XX of this Agreement. The Term shall commence upon the Effective Date. At the expiration or earlier termination of the Term, this Agreement shall terminate absolutely and without further obligation on the part of either Party. Representatives of Lessor and Lessee shall complete a walk-through inspection of the Property, including the Center, prior to the expiration or earlier termination of the Term, for the purpose of noting any parts of the Property requiring repair, ordinary wear and tear only excepted. Lessee shall timely correct or repair any and all deficiencies noted during such inspection.

## ARTICLE III
## RENT

For the use and rent of the Property, Lessee agrees to pay to Lessor the sum of One Dollar ($1.00) per annum.

## ARTICLE IV
## USE OF PROPERTY

Lessee shall utilize the Property to provide residents of the City of Hapeville and Fulton County with those services for which Lessee is authorized by law to provide, as contemplated by Article IV, Section III, Paragraph I of the Georgia Constitution, and including but not limited to providing a community recreation center. Lessee shall maintain the Property in a sanitary condition, and good order and repair at Lessee's sole expense throughout the Term.

Lessee shall not commit waste on the Property. Lessee shall not use the Property for any illegal purposes, and shall not allow illegal acts to be performed on the Property. Lessee shall not act in any manner to create any nuisance or trespass on the Property. Lessee hereby agrees to comply with any and all municipal, county, state, and federal regulations or requirements applicable or in any way relating to the use and occupancy of the Property. Lessee shall not permit or allow the Property to be damaged or diminished in value by any act or negligence of Lessee or Lessee's officers, agents, employees, patrons, volunteers, invitees, or contractors, in any manner whatsoever.

## ARTICLE V

## MAINTENANCE, REPAIR AND UPKEEP OF THE PROPERTY

Lessee accepts the Property "as-is" and "where-is" and Lessor makes no representations or warranties, expressed or implied, as to the suitability of the Property for the uses intended. During the Term, Lessee shall maintain the Property in good order and repair. Lessor gives to Lessee exclusive control of the Property and Lessee shall have the sole responsibility for the maintenance, repair and upkeep of the Property and all its major systems, including but not limited to, plumbing, electrical, HVAC, roofing, structural, phone and network. Lessee shall also have the sole responsibility for landscaping and maintenance of the grounds, parking lot, and other paved surfaces of the Property. Lessee shall also complete any necessary capital repairs to the Center and the Property, with all plans for the same to be reviewed and approved by Lessor in writing prior to their implementation. Lessee shall secure the property and maintain adequate security services. Lessee shall at all times keep the Property clean, both inside and outside the Center, at Lessee's sole cost and expense, and shall see that all garbage, trash, and all other refuse is timely removed from the Property.

Lessor shall not be responsible for damage to, loss of, or loss of use of Lessee's property through theft or otherwise. Lessor shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, water closet or waste pipe, in, above, or about the Property, nor for damage occasioned by natural disaster, water, snow or ice being upon or coming through the roof, skylight, trapdoor or otherwise, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous properties.

Lessee shall promptly notify Lessor of any condition on the Property which Lessee believes to be dangerous to the health or safety of the public or which could cause damage to or deterioration of the Property, regardless of whether Lessee intends to repair the condition itself.

## ARTICLE VI

## UTILITIES

Lessee shall be solely responsible for establishing utility service accounts and shall promptly pay all charges for HVAC, water, gas, electricity, sewer, garbage collection, or any other utility used or consumed on the Property during the Term, including any deposits demanded by any utility company.

## ARTICLE VII

## LESSOR'S RIGHT TO ACCESS AND INSPECTION OF PROPERTY

Lessor shall be under no obligation to inspect the Property at any time during the Term. However, Lessor reserves the right to enter the Property at reasonable hours, alone or along with its agents, to inspect the Property, to see that Lessee is complying with all of its obligations hereunder, and for any other use or

purpose which the Lessor deems proper and reasonable, provided that Lessor provides Lessee with twenty-four (24) hours' prior written notice of such inspection. Lessor may enter the Property at any time in the event of an emergency, upon reasonable notice to Lessee, if feasible under the circumstances, to protect life and prevent damage to the Property.

## ARTICLE VIII
## NO ASSIGNMENT

This Agreement may not be assigned or transferred by Lessee except with Lessor's written consent, which it may withhold in its sole discretion. If Lessee shall assign this Agreement, or otherwise dispose of whole or any part of the Property without Lessor's written consent, this Agreement shall automatically terminate.

## ARTICLE IX
## EVENTS OF DEFAULT AND TERMINATION FOR CAUSE

Occurrence of one or more of the following events shall constitute Lessee default under this Agreement:

(A) Lessee abandons or vacates the Property, defined as Lessee's absence from the Property for forty-five (45) consecutive days, excepting for purposes of repair or maintenance;

(B) Lessee fails to comply with any term, provision, condition, or covenant of this Agreement, and does not cure such failure within forty-five (45) days after receiving written notice by Lessor of such failure to comply;

(C) Lessee fails to maintain insurance as required by Lessor in the coverage amounts itemized in **Exhibit B** hereto.

If one or more Events of Default shall occur, Lessor shall have the option to terminate this Agreement. In the event of termination, Lessee shall immediately surrender the Property to Lessor. If Lessee fails to immediately surrender the Property, Lessor may, without further notice and without prejudice to any other remedy, enter upon the Property and expel or remove Lessee and its personal property at no liability to Lessor.

## ARTICLE X
## TERMINATION WITHOUT CAUSE

Lessor may terminate this Agreement without cause at any time upon one (1) years' prior written notice to Lessee. Lessee may terminate this Agreement with or without cause at any time, upon thirty (30) days' prior written notice to Lessor.

## ARTICLE XI
## INSURANCE AND BONDING

Lessee agrees to obtain and maintain during the Term the types and amounts of Insurance and

Bonding stipulated in **Exhibit B**, attached hereto and incorporated by reference.

## ARTICLE XII
## LIABILITY

Lessee, to the extent permitted by law, shall defend and bear the expense of any and all claims, suits, actions, liabilities and judgments from third parties resulting from Lessee's actions or inaction, its agents and contractors, related to this Agreement. Each Party hereto shall give to the other prompt and timely written notice of any claim made, or suit instituted, to its knowledge which directly or indirectly, contingently or otherwise affects or might affect either Party, and each Party shall have the right to participate in the defense of such claim or suit to the extent of its own interest. The obligations described in this Article shall survive any termination or expiration of this Agreement. Each Party shall bear its own costs to defend any and all claims, suits, or similar.

## ARTICLE XIII
## LICENSES

Lessee shall obtain, at its own expense, all permits and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to its occupation of or actions on the Property.

## ARTICLE XIV
## DESTRUCTION OF PROPERTY

If the Property shall be damaged or destroyed by fire, the elements, unavoidable accidents or other casualty, and the insurance proceeds received by Lessor and/or Lessee are not sufficient to repair, reconstruct, or renovate the Property to a condition substantively similar to its condition prior to the damage or destruction, then either Party may terminate this Agreement by written notice to the other Party. In the event neither Party terminates this Agreement, all insurance proceeds received by Lessor and/or Lessee shall go toward the repair, reconstruction, or renovation of the Property.

If the insurance proceeds are sufficient, and the reconstruction, renovation, or repairs can be completed within one hundred and eighty (180) days from the date of the damage, Lessee covenants and agrees to make such reconstruction, renovation, or repairs with reasonable promptness at no cost to Lessor beyond the extent of insurance proceeds received by Lessor, if any. If the insurance proceeds are sufficient, but the reconstruction, renovation, or repairs cannot be completed within one hundred and eighty (180) days from the date of the damage, then either Lessor or Lessee may terminate this Agreement. In the event neither Party terminates this Agreement, Lessee covenants and agrees to make such reconstruction, renovation, or repairs with reasonable promptness at no cost to Lessor beyond the extent of insurance proceeds received by Lessor, if any.

## ARTICLE XV

## CONDEMNATION

If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein, is condemned by any legally constituted authority for any public use or purpose, or is sold by Lessor in lieu or under threat of condemnation, then this Agreement shall cease from the time when possession thereof is taken by the public authority. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover from the condemnor compensation and damages caused by condemnation. It is further understood and agreed that neither Lessor nor Lessee shall have any rights in any award made to the other by any condemning authority notwithstanding the termination of this Agreement as herein provided.

## ARTICLE XVI

## LEASEHOLD INTEREST

This Agreement shall create the relationship of Lessor and Lessee between Lessor and Lessee and no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale.

## ARTICLE XVII

## HOLDING OVER

If Lessee remains in possession of the Property after expiration or termination of this Agreement, with Lessor's acquiescence and without any distinct written agreement of the Parties, Lessee shall be a Lessee at will and shall be bound to and shall abide by all of the terms set forth in this Agreement, including but not limited to the insurance and bonding provisions set forth in **Exhibit B** attached hereto, and to the liability provisions in Article XII of this Agreement. There shall be no automatic renewal of this Agreement by operation of law.

## ARTICLE XVIII

## SURRENDER OF POSSESSION UPON EXPIRATION OR TERMINATION OF AGREEMENT

At the expiration or termination of this Agreement, Lessee shall surrender the Property to Lessor in the same condition as at commencement of the Term, natural wear and tear only accepted, and Lessee shall complete any necessary repairs to return the Property to its prior condition. Upon expiration or termination of this Agreement, all rights of Lessee and of all persons whomsoever claiming by, through, or under the Agreement shall cease and terminate. Upon the expiration or termination of this Agreement, all of Lessee's personal property, including equipment, furnishings, and fixtures, installed on the Property by Lessee, shall remain Lessee's property. However, if Lessee does not remove such personal property within sixty (60) days of the expiration or termination of this Agreement, Lessor shall have the right to remove and store such personal property at no cost or liability to Lessor.

## ARTICLE XIX

## COVENANT OF TITLE AND QUIET ENJOYMENT

Lessor covenants that it is in legal possession of the Property in fee simple absolute. Lessor agrees that Lessee paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Property, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Lessor or by any other person or persons whatsoever.

## ARTICLE XX

## ENVIRONMENTAL COVENANTS

For purposes of this Agreement, "Hazardous Substances" shall mean: (i) any element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as toxic or hazardous under any laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Safe Drinking Water Act, the National Environmental Policy Act of 1969, the Emergency Planning and Community Right to Know Act, the Superfund Amendment and Reauthorization Act of 1986, and any and all applicable federal or state laws or regulations similar thereto (collectively, "Hazardous Substance Laws"); (ii) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons; (iii) any substance which is flammable, radioactive, corrosive or carcinogenic; or (iv) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Property or property adjacent thereto; Lessee

Lessee hereby agrees that: (i) no activity will be conducted on the Property that will produce any Hazardous Substance (as defined below); (ii) the Property will not be used in any manner for the storage of any Hazardous Substances except for the storage of such materials that are used in the ordinary course of Lessee's operation of the Property as a community recreation center and expressly approved in advance in writing by Lessor, provided such materials are properly stored in a manner and location meeting all Hazardous Substance Law (as defined below) and in quantities that do not exceed the amounts approved in writing by Lessor; (iii) no portion of the Property will be used as a landfill or a dump; (iv) Lessee will not install any underground tanks of any type; (v) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (vi) Lessee will not permit any Hazardous Substances to be brought onto the Property, except for the permitted materials described in subsection (ii) above, and if so brought or found located thereon, the same shall be immediately removed by the Lessee, with proper disposal, and all required cleanup

procedures shall be diligently undertaken by the Lessee pursuant to all Hazardous Substance Laws.

Lessee shall be responsible for any contamination by any Hazardous Substance caused by Lessee during the Term (or those of its invitees, employees, contractors or agents) and for any damage, loss, expense, response costs or liability, resulting from Hazardous Substances generated, stored, used, disposed of or transported to, or for any other reason existing on or under the Property as a result of Lessee's use of the Property during the Term. Lessee shall be responsible for, to the extent permitted by law, any loss, claims, liability or costs incurred by reason of any actual failure of Lessee to fully comply with all applicable Hazardous Substance Laws, or the presence, handling, use or disposition in or from the Property of any Hazardous Substances, or by reason of any actual or asserted failure of Lessee to keep, observe, or perform any provision of this Article XX. Nothing herein shall be construed as a waiver of Lessee's sovereign immunity or any governmental immunities available to its officials, officers or agents.

## ARTICLE XXI
## REMOVAL OF IMPROVEMENTS, ERECTIONS, ADDITIONS AND ALTERATIONS MADE BY LESSEE

Lessee may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the Property for Lessee's use with Lessor's prior written review and approval, which shall not be unreasonably withheld. All improvements, erections, additions and alterations installed or placed on the Property by Lessee, whether permanently affixed thereto or otherwise, shall continue and remain the property of Lessee and may be removed by Lessee, in whole or in part, at any time before the expiration or termination of this Agreement. If Lessee removes any or all of the improvements, erections, additions and alterations it has installed or placed on the Property, Lessee agrees to repair any specific damage directly resulting to the Property from such removal.

## ARTICLE XXII
## REMOVAL OF FIXTURES, ETC. BY THE LESSEE

At any time before the expiration or termination of this Agreement, Lessee shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which Lessee has placed on the Property.

## ARTICLE XXIII
## NOTICES

Any notice which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and the time the same are deposited in the mail, with postage prepaid, to be mailed by registered or certified United States mail, return receipt requested, and addressed to the Lessor as follows:

LESSOR ADDRESS:

Fulton County
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street, Suite G119
Atlanta, Georgia 30303

**With a copy to:**
Fulton County
Attention: County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

**With a copy to:**
Fulton County
Attention: County Manager
141 Pryor Street, 10th Floor
Atlanta, Georgia 30303

**With a copy to:**
Fulton County
Attention: Land Administrator
141 Pryor Street, Suite 8021
Atlanta, Georgia 30303

LESSEE ADDRESS:
City of Hapeville
Attention: City Manager
3468 North Fulton Avenue
Hapeville, Georgia 30354

## ARTICLE XXIV

## ENTIRE AGREEMENT

This Agreement contains the entire and integrated agreement of the Parties and may be amended only by written instrument which is approved by the governing bodies of both Parties. No representations or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

## ARTICLE XXV

## MISCELLANEOUS PROVISIONS

*Time of Essence*. Time is of the essence of this Agreement.

*No Waiver*. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

*Severability*. Should any provision or portion of any provision of this Agreement be held invalid

by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby.

*Forum.* This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

*Execution by Counterparts; Signatures.* This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. For purposes of this Agreement, any signature transmitted by facsimile or electronically via e-mail shall be considered to have the same legal and binding effect as any original signature.

*Authority to Execute; Access to Counsel.* Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

*Binding Effect on Heirs, Assigns, Etc*. Each of the provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Property during the Term.

*Change in the Ownership of the Property.* No change or division in the ownership of the Property, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee.

*(Signatures begin on next page and remainder of page is intentionally blank.)*

**IN WITNESS WHEREOF**, Lessor and Lessee, acting by and through their duly authorized representatives, have caused these presents to be executed all as of the date hereinafter set forth.

Signed, sealed and delivered
as to Lessor in the presence of:

_____
Unofficial Witness

_____
Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

**LESSOR:**

FULTON COUNTY, GEORGIA

By: _____
Robert L. Pitts, Chairman

Attest: _____
Tonya R Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Signed, sealed and delivered
as to Lessee in the presence of:

_____
Unofficial Witness

_____
Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

**LESSEE:**

CITY OF HAPEVILLE, GEORGIA

By: _____

Name: _____

Attest: _____
Hapeville City Clerk

APPROVED AS TO FORM:

_____

**EXHIBIT A**

All that tract of land lying and being in Land Lot 95 of the 14th District of Fulton County Georgia and more particularly described as follows:

BEGINNING at the Northeast corner of the intersection of Claire Drive and Arnold Street in Hapeville and extending East along the North side of King Arnold Street for a distance of (200 ft.) two hundred feet; thence North parallel to Claire Drive for a distance of (100 ft.) one hundred feet thence East parallel to King Arnold Street for (200ft.) two hundred feet to the East side of Claire Drive for (100ft.) one hundred feet to the point of beginning. Less and except all portions of said land currently used for the Hapeville Branch Library and the Hapeville Senior Center.

As depicted in **red** the map below:



**EXHIBIT B**

INSURANCE REQUIREMENTS

The following are the minimum insurance coverages and limits that Licensee must maintain, though Licensee may also self-insure any required coverage, and provide a self-insurance letter evidencing the same. If Licensee maintains broader coverages and/or higher limits than the minimum shown below, Fulton County requires and shall be entitled to coverage for the higher limits maintained by Licensee.

It is Fulton County's practice to obtain Certificates of Insurance from our Licensees. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-, subject to final approval by Fulton County. Respondents shall submit to Fulton County a Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below.

Proof of insurance must be provided to Fulton County prior to the start of access to the Premises as described in License and Maintenance Agreement. Any and all insurance coverage(s) required under the terms and conditions of the License and Maintenance Agreement shall be maintained during the entire term of the Agreement.

Accordingly, the Licensee shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance BY ACCIDENT EACH ACCIDENT $500,000

Employer's Liability Insurance BY DISEASE POLICY LIMIT $500,000

Employer's Liability Insurance BY DISEASE EACH EMPLOYEE $500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability Each Occurrence $1,000,000

(Other than Products/Completed Operations) General Aggregate $2,000,000

Products\Completed Operation Aggregate Limit $2,000,000

Personal and Advertising Injury Limits $1,000,000

Damage to Rented Premises Limits $ 100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage Each Occurrence $1,000,000
(Including operation of non-owned, owned, and hired automobiles)

4. UMBRELLA LIABILITY Each Occurrence $1,000,000
(In excess of above noted coverages)

Certificates of Insurance

Licensee shall provide written notice to Fulton County immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County, its officials, officers and employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

This insurance shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided in favor of Fulton County.

If Fulton County shall so request, the Licensee will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices must identify the “Certificate Holder” as follows:

Fulton County Government
141 Pryor Street
Atlanta, Georgia 30303

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0859 **Meeting Date:** 11/19/2025

### Department
Library

### Requested Action
Request approval to renew an existing contract - Fulton County Public Library System, 24ITBC141418B-RT, Auburn Avenue Research Library, in an amount not to exceed $60,858.27 with Yankee Book Peddler Inc., dba Gobi Library Solutions from EBSCO (Contoocook, NH) to provide research material for Auburn Avenue Research Library patrons. 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
**Arts and Libraries**

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

### Is this a purchasing item?
Yes

**Summary & Background**: This request will provide special books to the Auburn Avenue Research Library. The vendor has sufficient inventory to provide books for Auburn Avenue Research Library on the history, culture, and politics of peoples of African descent throughout the world, particularly in Africa, the Americas, and Europe.

**Scope of Work:** The vendor will provide scholarly publications on the African, African American, and

African Diaspora experience for the Auburn Avenue Research Library on African American Culture and History (AARL).

**Community Impact:** Approving this action will provide citizens of Fulton County with a selection and quantities of books not found at any other branch location. Library patrons will have materials to support research on the African Diaspora, and other topics of interest regarding people of African descent.

**Department Recommendation:** The Fulton County Library System recommends approves the recommendation to renew this vendor.

**Project Implications:** There are no Project Implications.

**Community Issues/Concerns:** There are no Community Issues/Concerns.

**Department Issues/Concerns:** There are no Department Issues/Concerns.

## Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | §102-369 | 5/31/2024 | $60,858.27 |
| 1st Renewal | 24-0707 | 11/6/2024 | $60,858.27 |
| 2nd Renewal | | | **$60,858.27** |
| Total Revised Amount | | | **$182,574.81** |

## Contract & Compliance Information

**Contract Value:** **$60,858.27**
**Prime Vendor:** **Yankee Book Peddler Inc. dba Gobi Lib Solutions**
**Prime Status:** **Non-Minority**
**Location:** **Contoocook, NH**
**County:** **Merrimack County**
**Prime Value:** **$60,858.27 or 100.00%**

**Total Contract Value:** **$60,858.27 or 100.00%**
**Total Certified Value:** **$-0-**

## Exhibits Attached

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

## Contact Information

Jamar Parker, Financial Systems Manager 404-771-7578

## Contract Attached

No

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $60,858.27 |
| Previous Adjustments: | $60,858.27 |
| This Request: | $60,858.27 |
| TOTAL: | $182,574.81 |

## Grant Information Summary

| | |
|---|---|
| Amount Requested: | N/A |
| Match Required: | N/A |
| Start Date: | N/A |
| End Date: | N/A |
| Match Account $: | N/A |

☐ Cash
☐ In-Kind
☐ Approval to Award
☐ Apply & Accept

## Fiscal Impact / Funding Source

### Funding Line 1:

100-650-6565-1312; General Fund, Library, Library-Public Service Operations, Books-Library, $60,858.27

| **Key Contract Terms** | |
|---|---|
| **Start Date:** 1/1/2026 | **End Date:** 12/31/2026 |
| **Cost Adjustment**: | **Renewal/Extension Terms**: N<br>Renewal Options Remain |

## Overall Contractor Performance Rating: 100

**Would you select/recommend this vendor again?**
Yes

**Report Period Start:** **8/22/2025**
**Report Period End:** **9/1/2025**

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT: Fulton County Library System Library**

**BID/RFP NUMBER: 24ITBC141418B-RT**

**BID/RFP TITLE: Special Collections for the Auburn Avenue Research Library**

**ORIGINAL APPROVAL DATE: June 15, 2024**

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

**RENEWAL OPTION #:2 OF 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: $60,858.27**

**COMPANY'S NAME: EBSCO INFORMATION SERVICES**

**ADDRESS: P.O. Box 204661**

**CITY: Dallas**

**STATE: Texas**

**ZIP: 75320-4661**

**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 | EBSCO INFORMATION SERVICES |
|---|---|
| **Robert L. Pitts, Chairman**<br>**Fulton County Board of Commissioners** | **Kate Hartnett**<br>**VP Finance & Operations** |
| **ATTEST:** | **ATTEST:** |
| **Tonya R. Grier**<br>**Clerk to the Commission** | **Secretary/**<br>**Assistant Secretary** |
| **(Affix County Seal)** | **(Affix Corporate Seal)** |
| **AUTHORIZATION OF RENEWAL:** | **ATTEST:** |
| **Gayle Holloman, Executive Director**<br>**Library** | **Notary Public** |
| | **County:_____** |
| | **Commission Expires: _____** |
| | **(Affix Notary Seal)** |

| | |
|---|---|
| **ITEM#: _____ RM: _____**<br>**REGULAR MEETING** | **ITEM#: _____ 2ND RM: _____**<br>**SECOND REGULAR MEETING** |

# CERTIFICATE OF INSURANCE

# Contract Renewal Evaluation Form

| | |
|---|---|
| **Date:** | **October 16, 2025** |
| **Department**: | Library |
| **Contract Number:** | 24ITBC141418B-RT |
| **Contract Title:** | Special Collections for the Auburn Library |

Instructions:

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

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

   This contract is needs based. The Auburn library is a special library with an assorted collection based on specific requests. The amount spent each year is routinely less than the bid amount. There will not be an increase to this contract in the foreseeable future.

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: | Various prices for various titles. Prices are set based on market conditions and other factors. |
| Price found: | Items purchased are in new condition |
| Different features / Conditions: | Price changes are due to the age and demand of the product/item |
| Percent difference between internet price and renewal price: | Various prices for various titles. Prices are set based on market conditions and other factors. |

**Explanation / Notes:**

Prices for items sought for this category have a variant based on the nature of the selection. Books sought are specialized and are not routine purchases by nature. There is not a large fluctuation in pricing as prices remain constant for most searches for material.

☐ **Market Survey of other jurisdictions:**

| | |
|---|---|
| Date contacted: | September 1, 2025 |
| Jurisdiction Name / Contact name: | **New York Public Library** |
| 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: | 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? | **Materials are in limited quantities** |

**Explanation / Notes:**

Materials are sometimes borrowed from one library and loaned to another as books are sometime limited in quantities. In some occasions, only 1 book are limited editions are available.

☐ **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?**

   $20,000.00

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

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

| | |
|---|---|
| Date of last purchase: | September 1, 2023 |
| Price paid: | Various amounts |
| Inflation rate: | N/A |
| Adjusted price: | N/A |
| Percent difference between past purchase price and renewal price: | **Books purchased are different from prior year purchases.** |

**Explanation / Notes:**

Products purchased vary from year-to-year. Percent difference cannot be calculated

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.**

   Performing services in-house does not apply to this situation.

7. **What would be the impact on your department if this contract was not approved?**
   The Auburn library would not be able to purchase rare, limited, and unique items for its collection.

   Click here to enter text.

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E4 |
| **Project** | Special Collections For the Auburn Avenue Research Library |
| **Project Number** | 24ITBC141418B-RT |
| **Supplier** | EBSCO Information Services |
| **Supplier Project Contact** | Bowen Thagard (preferred language: English) |
| **Performance Program** | Goods and Commodity Services |
| **Evaluation Period** | 06/12/2025 to 09/11/2025 |
| **Effective Date** | 10/01/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | 09/01/2025 |
| **Expectations Meeting Date** | 09/01/2025 |
| **Status** | Completed |
| **Publication Date** | 10/01/2025 02:03 PM EDT |
| **Completion Date** | 10/01/2025 02:03 PM EDT |
| **Evaluation Score** | 100 |

**Related Documents**

There are no documents associated with this Performance Evaluation

**OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES**

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

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

Rating

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

**Comments** *Not Specified*

**TIMELINESS OF PERFORMANCE** **20/20**

Rating

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

**Comments** *Not Specified*

**BUSINESS RELATIONS** **20/20**

Rating

**Outstanding:** The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

**Comments** *Not Specified*

**CUSTOMER SATISFACTION** **20/20**

Rating

**Outstanding:** Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

**Comments** *Not Specified*

**COST CONTROL** **20/20**

Rating

**Outstanding:** Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

**Comments** *Not Specified*

**GENERAL COMMENTS**

**Comments** *Not Specified*

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0862 **Meeting Date:** 11/19/2025

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

Proclamation recognizing “Operation Green Light for Veterans.” **(Thorne/BOC)**

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0864 **Meeting Date:** 11/19/2025

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Reparations Task Force Update

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0865 **Meeting Date:** 11/19/2025

### Department
Finance

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Fulton County, 23RFP100423C-MH Annual Audit Services in the amount of $313,000.00 with PJC Group to provide Annual Audit Services including OMB Uniform Guidance (Single Audit), T-SPLOST and the Fulton County Retirement Systems. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

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

### Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
**Open and Responsible Government**

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

### Is this a purchasing item?
Yes

**Summary & Background:** All local governments in Georgia are required to submit audited financial statements to the State of Georgia Department of Audits and Accounts under O.C.G.A. 36-81-7. This code section also requires the State Auditor review these financial statements to ensure compliance with generally accepted accounting principles, generally accepted government audited standards, and federal state regulations.

**Scope of Work:** In addition to auditing the County's annual financial statement, this contract also

includes the required annual audits specific to federal and state grants under federal OMB Uniform Guidance. Also, the Georgia Department of Human Services requires the County to submit annual audited supplementary information relative to the DHS funded grants each program year, the required Transportation SPLOST audit and the Fulton County Employees Retirement System annual audit.

**Community Impact:** NA

**Department Recommendation:** NA

**Project Implications:** NA

**Community Issues/Concerns:** NA

**Department Issues/Concerns:** NA

## Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | 24-0054 | 1/24/2024 | $295,000.00 |
| 1st Renewal | 24-0725 | 11/6/2024 | $304,000.00 |
| **2nd Renewal** | | **11/19/2025** | **$313,000.00** |
| Total Revised Amount | | | $912,000.00 |

## Contract & Compliance Information

**Contract Value:** **$313,000.00**

**Prime Vendor:** **PJC Group, LLC**
**Prime Status:** **African American Male Business Enterprise**
**Location:** **Atlanta, GA**
**County:** **Fulton County**
**Prime Value:** **$313,000.00 or 100.00%**

**Total Contract Value:** **$313,000.00 or 100.00%**
**Total Certified Value:** **$313,000.00 or 100.00%**

## Exhibits Attached

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

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

Ray Turner, Interim Finance Director 404-612-7737

## Contract Attached

No

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $295,000 |
| Previous Adjustments: | $304,000 |
| This Request: | $313,000 |
| TOTAL: | $912,000 |

## Fiscal Impact / Funding Source

**Funding Line 1:**

100-999-S200-1225 (pending approval of the FY 2026 budget) $255,000.00

**Funding Line 2**:

415-999-R040-1160 (pending approval of the FY 2026 budget) $18,800.00

**Funding Line 3**:

308-540-5401-1160 (pending approval of the FY 2026 budget) $39,200.00

| **Key Contract Terms** | |
|---|---|
| **Start Date:** 1/1/2026 | **End Date:** 12/31/2026 |
| **Cost Adjustment**: $313,000.00 | **Renewal/Extension Terms**: N renewal options remain |

## Overall Contractor Performance Rating: 91

**Would you select/recommend this vendor again?**
Yes

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

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

*DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE*

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT:** **Finance**

**BID/RFP# NUMBER:** **23RFP100423C-MH**

**BID/RFP# TITLE: Annual Audit Services**

**ORIGINAL APPROVAL DATE:** January 24,2024 (BOC item 24-0054)

**RENEWAL EFFECTIVE DATES: January 1, 2026 through December 31, 2026**

**RENEWAL OPTION #: 2 OF 2**

**NUMBER OF RENEWAL OPTIONS:** 2

**RENEWAL AMOUNT: $** 313,000

**COMPANY'S NAME:** PJC Group, LLC

**ADDRESS:260 Peachtree St. NW Suite 2303**

**CITY: Atlanta**

**STATE: GA**

**ZIP: 30303**

**This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:**

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

| | |
|---|---|
| **FULTON COUNTY, GEORGIA** | **PJC GROUP, LLC** |
| **Robert L. Pitts, Chairman**<br>**Fulton County Board of Commissioners** | **[Insert name]**<br>**[Insert title]** |
| **ATTEST:** | **ATTEST:** |
| **Tonya R. Grier**<br>**Clerk to the Commission** | |
| **(Affix County Seal)** | |
| **AUTHORIZATION OF RENEWAL:** | |
| **Ray Turner, Interim Finance Director**<br>**Finance Department** | |

| | |
|---|---|
| **ITEM#:_____ RM:_____**<br>**REGULAR MEETING** | **ITEM#:_____ RM:_____**<br>**SECOND REGULAR MEETING** |

# Contract Renewal Evaluation Form

| | |
|---|---|
| **Date:** | **October 24, 2025** |
| **Department**: | Finance |
| **Contract Number:** | 23RFP100423C-MH |
| **Contract Title:** | Annual Audit 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 annual audit is a State requirement on all Georgia municipalities, schools, and counties. The County has produced the financial statements in final form for the auditors, rather than have the audit firm produce the county's statements, which results in recurring cost savings. This service was bid in late 2023.

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:**

Each governmental entity has unique characteristics which affect the fees bid by external CPA firms. Larger counties with a broad scope of activities require more effort on the part of external auditors, which in turn yield larger audit fees. CPA firms do not quote rates on the internet.

☐ **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:**

**The County is expected to spent the full contract amount for these services in 2025 of $313,000,**

☐ **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?**

   $242,000 as of October 15, 2025 spent in 2025. An additional $24,954 is outstanding in encumbrances. The full contract amount of $298,000 is expected to be paid by 12/31/25 for the annual audit and T-Splost engagement.

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: | 2025 |
| Price paid: | **304,000** |
| Inflation rate: | Click here to enter text. |
| Adjusted price: | **313,000** |
| Percent difference between past purchase price and renewal price: | **3.0%** |

**Explanation / Notes:**

Click here to enter text.

5. **Is this a seasonal item or service?** ☐ **Yes** ☒ **No**
6. **Has an analysis been conducted to determine if this service can be performed in-house?** ☐ **Yes** ☒ **No** **If yes, attach the analysis.**
7. **What would be the impact on your department if this contract was not approved?**

Another auditor would have to be selected via procurement, delaying our required timetable For an annual audit as required by O.C.G.A. 36-81-7.

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E7 |
| **Project** | Annual Audit Services |
| **Project Number** | 20RFP112320C-MH |
| **Supplier** | PJC Group, LLC |
| **Supplier Project Contact** | John Jordan (preferred language: English) |
| **Performance Program** | Professional Services |
| **Evaluation Period** | 07/01/2025 to 09/30/2025 |
| **Effective Date** | 10/28/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | Not Specified |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 10/28/2025 10:50 AM EDT |
| **Completion Date** | 10/28/2025 10:50 AM EDT |
| **Evaluation Score** | 91 |

**Related Documents**

There are no documents associated with this Performance Evaluation

**OVERALL RATING GUIDE - PROFESSIONAL SERVICES**

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

**PROJECT MANAGEMENT** **17/20**

Rating

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

**Comments** PJC continues to demonstrate exceptional service to the County

**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** No issues, very good at communicating expectations for tasks, deliverables, and is responsive when events change to stay on a timeline.

**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** NO issues, ACFR receives very good reviews from both the State of Georgia and GFOA of US and Canada

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

Rating

**Outstanding:** Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

**Comments** NO issues, PJC is always very responsive.

**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** No significant issues

**GENERAL COMMENTS**

**Comments** *Not Specified*

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0866 **Meeting Date:** 11/19/2025

### Department
Finance

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Finance, 23RFP060923C-MH, Printing & Mailing Water and Sewer Bills in an amount not to exceed $491,644.00 with Dove Mailing Inc. (Atlanta, GA) to provide printing and mailing of Fulton County water and sewer bills. This action exercises the last of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

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

### Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
**Open and Responsible Government**

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

### Is this a purchasing item?
Yes

**Summary & Background:** This contract provides for printing and mailing of Water and Sewerage bills for the County's approximately 80,000+ customers.

**Scope of Work:** The amount requested will accommodate anticipated demand and current postal rates. As customers enroll with electronic billing, printing and mailing costs are expected to decrease in subsequent years. The contract price is a per unit amount, of which Dove Printing

receives $0.22 cents per mailing, plus the US postal rate, which increased to $0.60 per item in mid-2025, and Finance anticipates a US Postal service increase in 2026 to an estimated $0.66 per item mailed. The requested increase also includes an estimate for potential new customers that would receive these mailings. The base fee to Dove mailing remains the same as 2025 at $0.22 per mailed bill.

**Community Impact:** Ensures timely printing and mailing of bills

**Department Recommendation:** Recommend approval

**Project Implications:** None

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

## Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | 23-0777 | 11/1/2023 | $395,600.00 |
| 1st Renewal | **24-0726** | **10/15/2024** | $432,500.00 |
| **2nd Renewal** | | | **$491,644.00** |
| Total Revised Amount | | | $1,319,744.00 |

## Contract & Compliance Information

**Contract Value:** **$491,644.00**

**Prime Vendor:** **Dove Mailing Inc.**
**Prime Status:** **African American Male Business Enterprise**
**Location:** **Atlanta, GA**
**County:** **Fulton County**
**Prime Value:** **$491,644.00 or 100.00%**

**Total Contract Value:** **$491,644.00 or 100.00%**
**Total Certified Value:** **$491,644.00 or 100.00%**

## Exhibits Attached

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

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

Ray Turner, Interim Finance Director, 404-612-7737

**Agenda Item No.:** 25-0866 **Meeting Date:** 11/19/2025

## Contract Attached

No

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $395,600.00 |
| Previous Adjustments: | $432,500.00 |
| This Request: | $491,644.00 |
| TOTAL: | $1,319,744.00 |

## Fiscal Impact / Funding Source

**Funding Line 1:**

201-210-2111-1160 Water & Sewer Revenue, Finance, Professional Services, $457,540.00 pending approval of the FY 2025 Budget

**Funding Line 2**:

201-540-5401-1160 Water & Sewer Revenue, Public Works, Professional Services, $34,104.00, pending approval of the FY 2025 Budget

| **Key Contract Terms** | |
|---|---|
| **Start Date:** 1/1/2026 | **End Date:** 13/31/2026 |
| **Cost Adjustment**: | **Renewal/Extension Terms**: N renewal periods remain |

## Overall Contractor Performance Rating: 85

**Would you select/recommend this vendor again?**
Yes

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

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

*DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE*

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT:** Finance

**BID/RFP# NUMBER:** 23RFP060923C-MH

**BID/RFP# TITLE:** Printing & Mailing of Water and Sewer Bills

**ORIGINAL APPROVAL DATE:** November 1, 2023 (BOC item 23-0777)

**RENEWAL EFFECTIVE DATES:** January 1, 2026 through December 31, 2026

**RENEWAL OPTION #:** 2 OF 2

**NUMBER OF RENEWAL OPTIONS:** 2

**RENEWAL AMOUNT:** $ 491,644.00

**COMPANY'S NAME:** Dove Mailing Inc.

**ADDRESS:** 5601 Fulton Industrial Blvd

**CITY:** Atlanta

**STATE:** GA

**ZIP:** 30336

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

| | |
|---|---|
| **FULTON COUNTY, GEORGIA** | **DOVE MAILING, INC.** |
| **Robert L. Pitts, Chairman**<br>**Fulton County Board of Commissioners** | **[Insert name]**<br>**[Insert title]** |
| **ATTEST:** | **ATTEST:** |
| **Tonya R. Grier**<br>**Clerk to the Commission** | |
| **(Affix County Seal)** | |
| **AUTHORIZATION OF RENEWAL:** | |
| **Ray Turner, Interim Finance Director**<br>**Finance Department** | |

| | |
|---|---|
| **ITEM#:_____ RM:_____**<br>**REGULAR MEETING** | **ITEM#:_____ RM:_____**<br>**SECOND REGULAR MEETING** |

# Contract Renewal Evaluation Form

| | |
|---|---|
| **Date:** | **September 18, 2025** |
| **Department**: | **Finance** |
| **Contract Number:** | **23RFP060923C-MH** |
| **Contract Title:** | **Printing & Mailing of Water and Sewer Bills** |

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 vendor was selected as the service provider via RFP in 2023. The service cost was one of the factors leadings to this selection. Their service costs are remaining the same for the upcoming year. The vendor's service costs make up only 29% of the overall contract cost. The other 71% is the pass-through cost for the USPS mail costs.

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

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

| | |
|---|---|
| Date of search: | Click here to enter a date. |
| Price found: | Click here to enter text. |
| Different features / Conditions: | Click here to enter text. |
| Percent difference between internet price and renewal price: | Click here to enter text. |

   **Explanation / Notes:**

   Click here to enter text.

   ☐ **Market Survey of other jurisdictions:**

| | |
|---|---|
| Date contacted: | Click here to enter a date. |
| Jurisdiction Name / Contact name: | Click here to enter text. |
| Date of last purchase: | Click here to enter a date. |
| Price paid: | Click here to enter text. |
| Inflation rate: | Click here to enter text. |
| Adjusted price: | Click here to enter text. |

| | | |
|---|---|---|
| Percent difference between past purchase price and renewal price: | Click here to enter text. | |
| Are they aware of any new vendors? | ☐ 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):**

Dove Mailing has billed the County per the contract, based on the bid submitted in the open competitive process.

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

   $241,204.71 as of September 18, 2025 is recorded in AMS, and total spending is expected to approach $400,000 for 12 months. Monthly bills average $36,000 per month.

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: | $0.7700 per item | |
| Inflation rate: | Click here to enter text. | |
| Adjusted price: | $0.8200 per item | |
| Percent difference between past purchase price and renewal price: | | |

**Explanation / Notes:**

The fees proposed for 2026 are at $491,643.51:

- $457,321.93 – 201 210 2111 1160 – Finance – Water & Sewer Utility Bills printing and mailing
- $34,321.59 – 201 540 5401 1160 – Public Works – Annual Water Quality Report printing and mailing

The increase is due to the USPS postage cost increase. Vendor's service fees are not changing.

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 County would not be able to mail bills to Water and Sewer customers.

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E7 |
| **Project** | PRINTING & MAILING WATER AND SEWER BILLS |
| **Project Number** | 20RFP0827C-MH |
| **Supplier** | Dove Mailing Inc |
| **Supplier Project Contact** | Darrell L Coffee (preferred language: English) |
| **Performance Program** | Goods and Commodity Services |
| **Evaluation Period** | 07/01/2025 to 09/30/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | Not Specified |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Draft |
| **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** We are very pleased with the high quality of the printed bills, which fully meet our standards. The vendor's professionalism and technical expertise have been excellent.

**TIMELINESS OF PERFORMANCE** **17/20**

Rating

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

**Comments** The vendor is highly responsive, completing all jobs within the agreed-upon timeframes. Bill print files are processed promptly, and requested programming changes are evaluated, developed, tested, and implemented with great speed.

**BUSINESS RELATIONS** **17/20**

Rating

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

**Comments** We are very satisfied with the staff's responsiveness to our inquiries. We have encountered no problems.

**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** Dove Mailing team has been instrumental in designing, testing, and implementing process modifications as needed. Their responsiveness has enabled us to improve our internal processes, ultimately enhancing our customer service.

**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** The vendor has been in compliance with the contract pricing. We have had no issues with invoicing.

**GENERAL COMMENTS**

**Comments** We are highly satisfied with the vendor's performance. They consistently deliver high-quality work, adhere to deadlines, and are exceptionally responsive to our needs. Their professionalism, technical expertise, and collaborative approach have significantly improved our internal processes and customer service.

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0867 **Meeting Date:** 11/19/2025

### Department
Information Technology

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Department of Information Technology, 23ITB140062B -PS, Cabling and Physical Security in a total amount not to exceed $6,975,000.00 with (A) GC&E Systems Group, Inc. (Norcross, GA) in an amount not to exceed $2,475,000.00; and (B) NetPlanner Systems, Inc. (Peachtree Corners, GA) in an amount not to exceed $4,500,000.00 to provide countywide structured cabling services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026, through December 31, 2026.

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

### Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
**Open and Responsible Government**

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

### Is this a purchasing item?
Yes

**Summary & Background:** This contract will provide the county with cabling products and services to meet the requirements as delineated within the Scope of Work. The County has explicit requirements encompassing Structured Cabling and Physical Security services to support operational and capital projects to include day-to-day departmental requirements and ongoing requirements to facilitate moves, additions, and changes to its voice, data, video surveillance and card access control infrastructure components. We adopted a multi-vendor strategy to heighten value

for Fulton County by reducing the risk of single-vendor dependencies (capability or capacity) and spur competition.

**Scope of Work:** Providing products and services supporting Fulton County Structured Cabling and Physical Security (Access Control and Video Surveillance) Infrastructure. Providing products for the installation and maintenance of Fulton County main distribution frames (MDF's), intermediate distribution frames (IDF's), Data Center, and other cable distribution requirements. This includes installation of inside and outside plant structured cabling as well as associated equipment and services to support the cabling and its operability. The installations will comprise of Voice, Data, Video Surveillance and Physical Access Control System cabling infrastructures. Cabling types will consist of copper, fiber, low and high voltage electrical to include new buildings and renovations, as well as additions to and repair of existing cabling systems. Products and services will be provided by the selected vendor, on demand, and as determined by Fulton County.

**Community Impact:** The approval of this item will allow community projects within the county's public facilities to continue as scheduled. Provide cabling and physical security infrastructure supporting technology and safety contributing to the quality of life for both individuals and groups in the community

**Department Recommendation:** The Department of Information and Technology recommends approval.

**Project Implications:** If the Board action is not approved the County will not be able to continue with operational and capital projects within county buildings and Infrastructure improvement plans without a valid cabling contract.

**Community Issues/Concerns:** There are no community concerns with this item.

**Department Issues/Concerns:** The Countywide Structured Cabling and Physical Security contract is essential to FCIT to ensure consistency, standardization, and quality of structured cabling physical security infrastructures throughout facilities all over the County.

## Contract Modification

**GC&E Systems Group, Inc.**

| Current Contract History | **BOC Item** | **Date** | **Dollar Amount** |
|---|---|---|---|
| Original Award Amount | 24-0201 | 3/20/2024 | $4,528,095.00 |
| 1st Renewal | 24-0830 | 12/4/2024 | $4,528,095.00 |
| **2nd Renewal** | | | **$2,475,000.00** |
| Total Revised Amount | | | $11,531,190.00 |
| **NetPlanner Systems, Inc.** | | | |
| Current Contract History | **BOC Item** | **Date** | **Dollar Amount** |
| Original Award Amount | 24-0201 | 3/20/2024 | $2,438,205.00 |

| | | | |
|---|---|---|---|
| 1st Renewal | 24-0830 | 12/4/2024 | $2,446,905.00 |
| **2nd Renewal** | | | **$4,500,000.00** |
| Total Revised Amount | | | $9,385,110.00 |

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

**Contract Value: $6,975,000.00**

**(A)**

**Contract Value:** **$2,475,000.00**
**Prime Vendor:** **GC&E systems Group, Inc.**
**Prime Status:** **Native American Male Business Enterprise**
**Location:** **Peachtree Corners, GA**
**County:** **Gwinnett County**
**Prime Value:** **$1,930,500.00 or 78.00%**

**Subcontractor:** **Divine Solutions**
**Subcontractor Status:** **African American Male Business Enterprise**
**Location:** **Stone Mountain, GA**
**County:** **DeKalb County**
**Contract Value:** **$297,000.00 or 12.00%**

**Subcontractor:** **Shiflett Enterprise, Inc.**
**Subcontractor Status:** **White Female Business Enterprise**
**Location:** **Newman, GA**
**County:** **Coweta County**
**Contract Value:** **$247,500.00 or 10.00%**

**Total Contract Value:** **$2,475,000.00 or 100.00%**
**Total Certified Value:** **$2,475,000.00 or 100.00%**

**(B)**

**Contract Value:** **$4,500,000.00**
**Prime Vendor:** **Net Planner**
**Prime Status:** **Non-Minority**
**Location:** **Peachtree Corners, GA**
**County:** **Gwinnett County**

**Prime Value:** **$3,037,500.00 , 67.50%**

**(JV 70/30% - Integrated Communication Network, Inc - AAMBE $911,250.00)**

| | |
|---|---|
| **Subcontractor:** | **Integrated Communication Network, Inc** |
| **Subcontractor Status:** | **African American Male Business Enterprise** |
| **Location:** | **Stonecrest, GA** |
| **County:** | **DeKalb County** |
| **Contract Value:** | **$1,350,000.00 or 30.00%** |
| | |
| **Subcontractor:** | **5 Points Electrical, Inc.** |
| **Subcontractor Status:** | **Asian American Male Business Enterprise** |
| **Location:** | **Norcross, GA** |
| **County:** | **Gwinnett County** |
| **Contract Value:** | **$112,500.00 or 2.50%** |
| | |
| **Total Contract Value:** | **$4,500,000.00 or 100.00%** |
| **Total Certified Value:** | **$2,373,750.00 or 52.75%** |
| **Grand Contract Total:** | **$6,975,000.00 or 100.00%** |
| **Grand Certified Value:** | **$4,848,750.00 or 69.52%** |

## Exhibits Attached

Exhibit 1: Contract Renewal Agreements
Exhibit 2: Contract Renewal Evaluations Forms
Exhibit 3: Performance Evaluations
Exhibit 4: Project List Proposal

## Contact Information

Kevin Kerrigan, Chief Information Officer, Information Technology - 404-612-0057

## Contract Attached

No

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $6,966,300.00 |
| Previous Adjustments: | $6,975,000.00 |
| This Request: | $6,975,000.00 |
| TOTAL: | $20,916,300.00 |

## Fiscal Impact / Funding Source

### Funding Line 1:

Funding provided by agencies requesting products and services - $6,975,000.00

| **Key Contract Terms** | |
|---|---|
| **Start Date:** 1/1/2026 | **End Date:** 12/31/2026 |
| **Cost Adjustment**: | **Renewal/Extension Terms**: N renewal options remain |

## Overall Contractor Performance Rating:

GC&E Systems Group, Inc. 91
NetPlanner Systems, Inc. 97

**Would you select/recommend this vendor again?**
Yes

**Report Period Start:** **4/23/2025**
**Report Period End:** **7/22/2025**

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT: Information Technology**

**BID/RFP# NUMBER:23ITB140062B-PS (A)**

**BID/RFP# TITLE: Cabling and Physical Security**

**ORIGINAL APPROVAL DATE: March 20, 2024**

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

**RENEWAL OPTION #: 2 OF 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: $2,475,000.00**

**COMPANY'S NAME: GC&E Systems Group, LLC**

**ADDRESS:5835 Peachtree Corners East – Suite A**

**CITY: Peachtree Corners**

**STATE: GA**

**ZIP: 30092**

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on **BOC DATE:** _____ **BOC NUMBER:** _____.

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

| **FULTON COUNTY, GEORGIA** | **GC & E Systems Group, LLC** |
|---|---|
| **Robert L. Pitts, Chairman**<br>**Fulton County Board of Commissioners** | **Dennis Bristol II**<br>**President** |
| **ATTEST:** | |
| **Tonya R. Grier**<br>**Clerk to the Commission** | |
| **(Affix County Seal)** | |
| **AUTHORIZATION OF RENEWAL:** | |
| **Kevin Kerrigan, CIO**<br>**Information Technology** | |

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

# CERTIFICATE OF INSURANCE

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT: Information Technology**

**BID/RFP# NUMBER:23ITB140062B-PS, (B)**

**BID/RFP# TITLE: Cabling and Physical Security**

**ORIGINAL APPROVAL DATE: March 20, 2024**

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

**RENEWAL OPTION #: 2 OF 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: $4,500,000.00**

**COMPANY'S NAME: NetPlanner Systems, Inc.**

**ADDRESS:3145 Northwoods Parkway, Suite 800**

**CITY: Peachtree Corners**

**STATE: GA**

**ZIP: 30071**

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on **BOC DATE:**_____ **BOC NUMBER:** _____.

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

| **FULTON COUNTY, GEORGIA** | **NetPlanner Systems, Inc.** |
|---|---|
| **Robert L. Pitts, Chairman**<br>**Fulton County Board of Commissioners** | **Phillip Cohen, RCCD**<br>**Vice President of Sales** |

**ATTEST:**

**Tonya R. Grier**
**Clerk to the Commission**

**(Affix County Seal)**

**AUTHORIZATION OF RENEWAL:**

**Kevin Kerrigan, CIO**
**Information Technology**

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

# CERTIFICATE OF INSURANCE

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E4 |
| **Project** | Cabling and Physical Security ITB |
| **Project Number** | 23ITB140062B-PS |
| **Supplier** | GC&E Systems Group, LLC |
| **Supplier Project Contact** | Mark Correll (preferred language: English) |
| **Performance Program** | Professional Services |
| **Evaluation Period** | 03/30/2025 to 06/29/2025 |
| **Effective Date** | 08/25/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | Not Specified |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 08/25/2025 04:09 PM EDT |
| **Completion Date** | 08/25/2025 04:09 PM EDT |
| **Evaluation Score** | 91 |

**Related Documents**

There are no documents associated with this Performance Evaluation

**OVERALL RATING GUIDE - PROFESSIONAL SERVICES**

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

**PROJECT MANAGEMENT** **17/20**

Rating

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

**Comments** *Not Specified*

**SCHEDULE** **17/20**

Rating

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

**Comments** *Not Specified*

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

Rating

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

**Comments** *Not Specified*

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

Rating

**Outstanding:** Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

**Comments** *Not Specified*

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

Rating

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

**Comments** *Not Specified*

**GENERAL COMMENTS**

**Comments** *Not Specified*

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E3 |
| **Project** | Cabling and Physical Security ITB |
| **Project Number** | 23ITB140062B-PS |
| **Supplier** | NetPlanner Systems, Inc. |
| **Supplier Project Contact** | Melonie Jones (preferred language: English) |
| **Performance Program** | Goods and Commodity Services |
| **Evaluation Period** | 04/23/2025 to 07/22/2025 |
| **Effective Date** | 08/25/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | Not Specified |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 08/25/2025 04:15 PM EDT |
| **Completion Date** | 08/25/2025 04:15 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** **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** **20/20**

Rating

**Outstanding:** The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

**Comments** *Not Specified*

**CUSTOMER SATISFACTION** **20/20**

Rating

**Outstanding:** Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

**Comments** *Not Specified*

**COST CONTROL** **20/20**

Rating

**Outstanding:** Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

**Comments** *Not Specified*

**GENERAL COMMENTS**

**Comments** *Not Specified*

| Countywide Cabling & Physical Security Projects FY26 | Budgetary Estimates | Department |
|---|---|---|
| Elections Shared Warehouse Spaces - Post Project | $100,000.00 | Elections/DREAM |
| Government Center Pandemic Proofing - This will include the renovation of the Government Center Complex to optimize office space. Project will renovate all office areas of the facility. | $350,000.00 | Police / DREAM |
| Electric Vehicle Charging Stations - This is a proposed project that still has to be approved as a part of the 2023 capital plan. EV charging stations will be installed at the North & South Service Centers, 11575 Maxwell Rd, Central Maintenance, and Charlie Brown. Stations will network infrastructue for network access. | $20,000.00 | DREAM |
| 137 Peachtree Depts Moving to 6th & 7th Floor of the Central Library - As a part of pandemic proofing, all current agencies in 137 (Senior Services, Ryan White, and Community Development) will be moving to the 6th and 7th floors of the Central Library. | $140,000.00 | DREAM |
| Behavioral Health Crisis Center at Oak Hill - This will be a renovation/repurpose of the current facility to an adult and youth crisis center. Post | $100,000.00 | DREAM |
| DREAM - New ARFF Project At Charlie Brown Airport -- Establish an operational ARFF Fire Station at Charlie Brown Airport. | $50,000.00 | DREAM |
| Onsite Cabling Technician -- Onsite Technician - Services address immediate cabling needs | $180,000.00 | IT |
| GC&E Support Services - Address Services Calls supporting - Cabling Infrastructure - Video Surveillance and Access Control | $105,000.00 | IT |
| IT UPS Replacement Projects - Countywide Infrastructure UPS Replacements/Repairs | $450,000.00 | IT |
| MDF/IDF Countywide - Network Closet Remediations - Countywide | $160,000.00 | IT |
| Data Center Projects - Enhance Physical Security needs (Video and Access Control) - Adding Rack PDU's and installation of additional power circuits | $200,000.00 | IT |
| IT - Physical Security Upgrades - Replacement of EOL/EOS Cisco Hardware supporting various access control system components - BOC Item | $300,000.00 | FC |
| Juvenile Court - Phase 2-3 -Physical Security projects (Video Surveillance and Access Control enhancements | $150,000.00 | Juvenile Court |
| Library - Proposed Renovations (IT Infrastructure Requirements) | $230,000.00 | Library |
| Library - Proposed IT Infrastructure Requirements) | $110,000.00 | Library |
| Library - Physical Security Upgrades, AP's Replacement Project) | $180,000.00 | Library |
| Police - Physical Security Projects - Various projects specified by Police to enhance physical security - County facilities | $220,000.00 | Police |
| Probate Court - Physical Security Initiatives - Physical Security/Cabling (3 locations) North Annes, South Annexs and NFMOC 11575 Maxwell Rd | $115,000.00 | Probate Court |
| Public Works Water Treatment Facities - Physical Security Installation and upgrades - Water Towers, Substations, Reclamation and pump Stations owned by Fulton County | $275,000.00 | Public Works |
| Senior Centers - Phases- 3.- Cabling and Physical Security needs | $280,000.00 | Senior Services |
| Justice Center Complex - Cabling/Physical Security/Network needs | $160,000.00 | Sheriff |
| Tax Commissioners - Physical Security enhancements Tag Offices North and South Annex | $135,000.00 | Tax Commissioner |
| Library Project - Wireless AP upgrades/Replacements | $120,000.00 | Library/IT |
| ACDC - Atlanta City Detention Center | $75,000.00 | Sheriff |
| Big Creek Phase III | $199,000.00 | Public Works |
| Water Towers - Physical Security | $175,000.00 | Public Works |
| DA - Evidence Warehouse | $140,000.00 | DA |
| JCT Aiphone replacement | $289,000.00 | DREAM/Courts |
| Sheriff's Office - Phillip Lee Quote | $174,000.00 | Sheriff |
| Court Room Cabling Project - CJIS | $800,000.00 | Courts/CJIS |
| Public Saftey Training Center | $165,000.00 | Law Inforcement/ DREAM |
| 4700 North Point PKWY | $75,000.00 | DREAM/Police |
| **Sub Total** | **$6,222,000.00** | |
| **Contingency** | **$622,200.00** | **10%** |
| **Total Budgetray Estimate** | **$6,844,200.00** | **Contingency included** |

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0868 **Meeting Date:** 11/19/2025

### Department
Real Estate and Asset Management

### Requested Action
Request approval to renew existing contracts - Department of Real Estate and Asset Management, 24ITB110124C-MH, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in a total amount not to exceed $1,306,000.00 with (A) QCS Cleaning dba Quality Cleaning Services (Douglasville, GA) in an amount not to exceed $826,357.00 for Group E (South Fulton Libraries), both Groups F (Other Offices North and Other Offices South), Group G (South Senior Centers), and Group H (Arts Centers); and (B) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed $479,643.00 for Group I (Service Centers), to provide the highest quality cleaning services for selected Fulton County facilities. 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
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
**Open and Responsible Government**

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

### Is this a purchasing item?
Yes

**Summary & Background** These contracts provide general cleaning for selected Fulton County facilities (Groups E, F, G, H, & I) for the Department of Real Estate and Asset Management (DREAM) for FY2026.

**Scope of Work:** The contractors shall furnish all materials, labor, tools, janitorial equipment, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide janitorial services at the following facilities:

1. **Group E** (South Fulton Libraries, 14 facilities): Adams Park, Cleveland Avenue, Collage Park, East Point, Fairburn, Hapeville, South Fulton, Southwest Regional, Washington Park, West End, Wolf Creek, Palmetto, Metropolitan, and Southeast Atlanta Libraries, with a total of 163,925 cleanable sq. ft. and one (1) Parking Deck at South Fulton Library with 42,000 cleanable sq. ft., for a combined total of 205,925 cleanable sq. ft.

2. **Group F** (Other Offices North, 2 facilities): Drug Court Training Center and Fulton County Customer Service Center (formally WROC), with a total of 61,315 cleanable sq. ft. **Group F** also includes (Other Offices South, 2 facilities): Public Safety Training Center and Fulton Clubhouse for Youth with a total 28,286 cleanable sq. ft; for a combined total of 89,601 cleanable sq. ft.

3. **Group G** (South Senior Centers, 8 facilities): H. J. C. Bowden, Camp Truitt, Camp Truitt 4-H Ed Center, Palmetto, Quality Living Services, Southeast, Hapeville, and New Beginnings, with a total of 96,028 cleanable sq. ft.

4. **Group H** (Arts Centers, 2 facilities): Hammond House and Aviation Community Cultural Center, with a total of 18,816 cleanable sq. ft.

5. **Group I** (Service Centers, 5 facilities): North Service Center, South Service Center, Animal Services Facility, Fulton County Board of Health at 4700, and Airport Recue Fire Fighting (ARFF), with a total of 207,377 cleanable sq. ft.

**Community Impact:** Enables clean facilities for patrons of the above-listed County facilities.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval.

These are time and materials contracts and the requested spending authorities in the total amount of $1,306,000.00 is sufficient to cover the costs for materials, equipment, cleaning supplies and day porter labor hours to maintain the required cleaning services for FY2026.

**Project Implications:** An effective cleaning program is critical component to keeping a healthy and productive environment.

**Community Issues/Concerns:** None that the Department is aware.

**Department Issues/Concerns:** If these renewal contracts are not approved, the Department will not be able to provide janitorial services for the listed County facilities.

## Contract Modification

(A) QCS Cleaning dba Quality Cleaning Services

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | 25-0262 | 4/2/25 | $826,357.00 |
| **1st Renewal** | | | **$826,357.00** |
| Total Revised Amount | | | $1,652,714.00 |

(B) American Facility Services, Inc.

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | 25-0262 | 4/2/25 | $479,643.00 |
| **1st Renewal** | | | **$479,643.00** |
| Total Revised Amount | | | $959,286.00 |

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

**Total Contract Value: $1,306,000.00**

**(A)**
**Contract Value: $826,357.00**
**Prime Vendor: Quality Cleaning dba Quality Cleaning Services**
**Prime Status: African American Male Business Enterprise**
**Location: Douglasville, GA**
**County: Douglas County**
**Prime Value: $826,357.00 or 100.00%**

**Total Contract Value: $826,357.00 or 100.00%**
**Total Certified Value: $826,357.00 or 100.00%**

**(B)**
**Contract Value: $479,643.00`**

**Prime Vendor: American Facility Services, Inc**
**Prime Status: Non-Minority**
**Location: Alpharetta, GA**
**County: Fulton County**
**Prime Value: $479,643.00`or 100.00%**

**Total Contract Value: $479,643.00` or 100.00%**
**Total Certified Value: $00.00 or 0.00%**

**Grand Total Contract Value:** **$1,306,000.00 or 100.00%**
**Grand Certified Value:** **$826,357.00 or 63.27%**

## Exhibits Attached

Exhibit 1: Contract Renewal Agreements
Exhibit 2: Performance Evaluation
Exhibit 3: Contract Renewal Evaluation Form

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

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

## Contract Attached

Yes

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $1,306,000.00 |
| Previous Adjustments: | $0.00 |
| This Request: | $1,306,000.00 |
| TOTAL: | $2,612,000.00 |

## Fiscal Impact / Funding Source

### Funding Line 1:

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services- $1,306,000.00 “Subject to availability of funding adopted for FY2026 by BOC”

| **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:

| | |
|---|---|
| Quality Cleaning Services | 85 |
| American Facility Service, Inc. | 85 |

### Would you select/recommend this vendor again?

**Agenda Item No.:** 25-0868 **Meeting Date:** 11/19/2025

Yes

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

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

*DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE*

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT:** Real Estate and Asset Management

**BID/RFP# NUMBER:** 24ITB110124C-MH

**BID/RFP# TITLE:** Janitorial Services for Groups E, F, G, H, & I

**ORIGINAL APPROVAL DATE:** April 2, 2025

**RENEWAL EFFECTIVE DATES:** January 1, 2026

**RENEWAL OPTION #:** 1 **OF** 2

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: $826,357.00**

**COMPANY'S NAME:** QCS Cleaning, Inc. dba Quality Cleaning Services

**ADDRESS:** 6308 Linecrest Drive

**CITY:** Douglasville

**STATE:** Georgia

**ZIP:** 30134

**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** | **QCS CLEANING, INC. DBA QUALITY CLEANING SERVICES** |
| **Robert L. Pitts, Chairman**<br>**Fulton County Board of Commissioners** | **Clifford Featherstone**<br>**President/CEO** |
| **ATTEST:** | **ATTEST:** |
| **Tonya R. Grier**<br>**Clerk to the Commission** | |
| **(Affix County Seal)** | |
| **AUTHORIZATION OF RENEWAL:** | |
| **Joseph N. Davis, Director**<br>**Department of Real Estate and Asset Management** | |

| | |
|---|---|
| **ITEM#: _____ RM: _____**<br>**FIRST REGULAR MEETING** | **ITEM#: _____ 2nd RM: _____**<br>**SECOND REGULAR MEETING** |

# CERTIFICATE OF INSURANCE

*DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE*

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT:** Real Estate and Asset Management

**BID/RFP# NUMBER:** 24ITB110124C-MH

**BID/RFP# TITLE:** Janitorial Services for Groups E, F, G, H, & I

**ORIGINAL APPROVAL DATE:** April 2, 2025

**RENEWAL EFFECTIVE DATES:** January 1, 2026

**RENEWAL OPTION #:** 1 **OF** 2

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: $479,643.00**

**COMPANY'S NAME:** American Facility Services, Inc.

**ADDRESS:** 1325 Union Hill Industrial Court, Suite A

**CITY:** Alpharetta

**STATE:** Georgia

**ZIP:** 30004

**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 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** | **AMERICAN FACILITY SERVICES, INC.** |
| **Robert L. Pitts, Chairman**<br>**Fulton County Board of Commissioners** | **Harold Angel**<br>**Vice President** |
| **ATTEST:** | **ATTEST:** |
| **Tonya R. Grier**<br>**Clerk to the Commission** | |
| **(Affix County Seal)** | |
| **AUTHORIZATION OF RENEWAL:** | |
| **Joseph N. Davis, Director**<br>**Department of Real Estate and Asset Management** | |

| | |
|---|---|
| **ITEM#: _____ RM: _____**<br>**FIRST REGULAR MEETING** | **ITEM#: _____ 2nd RM: _____**<br>**SECOND REGULAR MEETING** |

# CERTIFICATE OF INSURANCE

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E1 |
| **Project** | Janitorial Services for  (Groups E, F, G, H & I) FY 25 |
| **Project Number** | 24ITB110124C-MH |
| **Supplier** | QCS Cleaning Inc. DBA/ Quality Cleaning Services |
| **Supplier Project Contact** | Clifford Featherstone (preferred language: English) |
| **Performance Program** | Professional Services |
| **Evaluation Period** | 04/01/2025 to 06/30/2025 |
| **Effective Date** | 09/24/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | Not Specified |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 09/24/2025 11:56 AM EDT |
| **Completion Date** | 09/24/2025 11:56 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** QCS Cleaning Inc is a professional company with strong project management skills. Top management understands their objective with meeting County standards.

**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** QCS Cleaning Inc, deliveries and meets the contractual needs of the county expectations on a daily basis.

**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** Quality of service provided daily is excellent.

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

Rating

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

**Comments** QCS Cleaning Inc, responds and delivers good customer service on a daily basis.

**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** Oversite of contractual compliance with QLS meets county standards.

**GENERAL COMMENTS**

**Comments** QLS is a good company to work with as a contractor for Fulton County

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E1 |
| **Project** | Janitorial Services for  (Groups E, F, G, H & I) FY 25 |
| **Project Number** | 24ITB110124C-MH |
| **Supplier** | American Facility Services, Inc |
| **Supplier Project Contact** | Stephanie Villamizar (preferred language: English) |
| **Performance Program** | Professional Services |
| **Evaluation Period** | 04/01/2025 to 06/30/2025 |
| **Effective Date** | 09/24/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | Not Specified |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 09/24/2025 11:13 AM EDT |
| **Completion Date** | 09/24/2025 11:13 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** American Facility Services performs well with this contract. The G.C understands the important of good communication and employee daily responsibility.

**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** American Facility Service performs to an excellent standard on this particular contract.

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

Rating

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

**Comments** The contract standards are being met on a daily basis.

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

Rating

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

**Comments** Top management and daily custodians, do an excellent job with communicating small to large issues daily. AFS is very responsive to county needs.

**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** AFS is in good contractual standings as it relates to this contract.

**GENERAL COMMENTS**

**Comments** *Not Specified*

# Contract Renewal Evaluation Form

| | |
|---|---|
| **Date:** | **August 5, 2025** |
| **Department**: | **Real Estate and Asset Management** |
| **Contract Number:** | **24ITB110124C-MH** |
| **Contract Title:** | **Janitorial Services for Selected County Facilities (Groups E, F, G, H & I)** |

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 Scope of Work for this contract cannot be reduced because we do not have the in-house capabilities to furnish all janitorial services and labor, materials, cleaning supplies (soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these County facilities**.**

   These contracts furnish all materials, labor, tools, janitorial equipment cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality janitorial services at these selected County facilities which consists of 37 buildings.

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 prices for Janitorial Services do reflect the current market value in the Atlanta metro area. This procurement was conducted in accordance with all applicable provisions of the Fulton County Purchasing Code Selection 102-373, all Competitive Sealed Bids**.**

☐ **Market Survey of other jurisdictions:**

| | |
|---|---|
| Date contacted: | Click here to enter a date. |
| Jurisdiction Name / Contact name: | **City of Atlanta/Vince Williams** |
| 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? | **Yes, the prices are comparable.** |

**Explanation / Notes:**

Costs vary considerably depending on how much you want done and how often, and pricing is not at all clear-cut -- it depends a great deal on the company and building type. Many janitorial cleaning companies will charge a flat rate. The average cost to clean per square foot is approximately range from $1.08 to 1.45. Compared to City of Atlanta, the County is paying comparable price for janitorial 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?**
FY2025 The County expenditures as of 8/5/2025, $505,131.32
FY2024 The County spent $1,058,279.20
FY2023 The County spent $961,938.78
FY2022 The County spent $757,771.45
FY2021 The County spent $798,773.13
FY2020 The County spent $786,151.30

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.**

Service was performed in-house for approximately 3 years but proved to be costly and ineffective. Due to the projected Health Care requirement, high absenteeism rate and rising supply cost, if was more cost effective to outsource the services.

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

If these renewals are not approved, there will be a delay in providing Janitorial Services for selected County Facilities. The overall impact is that clean and sanitary facilities will reduce any potential decease and sickness to County employees and patrons in these facilities.

*James Morehead*
James Morehead, Building Services Mgr. — September 12, 2025

**Prepared by** — **Date**

*Joseph Davis*
Joseph N. Davis, Director — September 12, 2025

**Department Head** — **Date**

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0869 **Meeting Date:** 11/19/2025

### Department
Real Estate and Asset Management

### Requested Action
Request approval to renew existing contracts - Department of Real Estate and Asset Management, 25ITB1366580C-GS, Modular Workstations and Free Standing Furniture Countywide, in an amount not to exceed $1,500,000.00 with (A) Office Design Concepts Georgia, LLC (Atlanta) in an amount not to exceed $633,340.00, (B) Bright Interiors Group, LLC (Decatur, GA) in an amount not to exceed $433,330.00, and (C) Corporate Environments of Georgia, LLC (Atlanta, GA) in an amount not to exceed $433,330.00, to provide office modular workstation systems and free standing furniture on an "as needed" basis for Fulton County agencies. 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
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
**Open and Responsible Government**

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

### Is this a purchasing item?
Yes

**Summary & Background** These contracts furnish all materials, labor, tools, equipment, transportation, and appurtenances necessary to provide a variety of new office modular workstations systems and standalone furniture on an "as needed" basis as requested by user departments.

**Scope of Work:** The Scope of Work includes but is not limited to two (2) categories; Group A: New

Office Modular Workstations Free-Standing Furniture, and Group B: Labor for breaking down and reconfiguration of existing workstations:

- Modular Furniture
- Re-configurations
- Purchase of new furniture
- Inventory of existing materials
- Receiving/installation of new material
- Office Relocation/Moves as requested

Office Furniture systems are designed to interconnect to provide comprehensive office furniture environments in variety of workstation configurations designed to accommodate functional needs.

**(A) Office Design Concepts Georgia, LLC**:

1. Provides new modular office workstation systems and standalone furniture, replacement components, and inventory of parts and supplies for new and existing furniture.

2. Provides all labor for breaking down and reconfiguration of existing workstations, miscellaneous labor to include handling and transportation for requested office relocations, and secure warehouse storage space.

**(B) Bright Interiors Group, LLC**:

Provides new office modular workstation systems and standalone furniture, replacement components, and inventory of parts and supplies for new and existing furniture.

**(C) Corporate Environments of Georgia, LLC**:

Provides new office modular workstation systems and standalone furniture, replacement components, and inventory of parts and supplies for new and existing furniture.

**Community Impact:** None that the Department is aware of.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval.

These are time and material contracts and the requested spending authority in an amount of $1,500,000.00 covers the cost for modular workstations systems, required materials, transportation, and labor rates for installing/reconfiguration of new and existing office furniture for FY2026.

**Project Implications:** These contracts provide all the necessary labor, equipment, transportation, and materials to provide modular furniture and free-standing furniture to countywide agencies.

**Community Issues/Concerns:** None that the Department is aware of.

**Department Issues/Concerns:** If these renewal contracts are not approved, it will negate department's ability to provide modular furniture and free-standing furniture for County agencies.

## Contract Modification

### (A)Office Design Concepts Georgia, LLC

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | 25-0523 | 7/9/25 | $633,340.00 |
| **1st Renewal** | | | **$633,340.00** |
| Total Revised Amount | | | $1,266,680.00 |

### (B)Bright Interiors Group, LLC

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | 25-0523 | 7/9/25 | $433,330.00 |
| **1st Renewal** | | | **$433,330.00** |
| Total Revised Amount | | | $866,660.00 |

### (C)Corporate Environments of Georgia, LLC

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | 25-0523 | 7/9/25 | $433,330.00 |
| **1st Renewal** | | | **$433,330.00** |
| Total Revised Amount | | | $866,660.00 |

## Contract & Compliance Information

**Total Contract Value:** **$1,500,000.00**

**(A)**
**Contract Value:** **$633,340.00**
**Prime Vendor:** **Office Design Concepts LLC**
**Prime Status:** **African American Male Business Enterprise**
**Location:** **Atlanta, GA**
**County:** **Fulton County**
**Prime Value:** **$633,340.00 or 100.00%**

**Total Contract Value:** **$633,340.00 or 100.00%**
**Total Certified Value:** **$633,340.00 or 100.00%**

**(B)**

| | |
|---|---|
| **Contract Value:** | **$433,330.00** |
| **Prime Vendor:** | **Bright Interiors Group** |
| **Prime Status:** | **African American Female Business Enterprise** |
| **Location:** | **Decatur, GA** |
| **County:** | **Dekalb County** |
| **Prime Value:** | **$433,330.00 or 100.00%** |
| **Total Contract Value:** | **$433,330.00 or 100.00%** |
| **Total Certified Value:** | **$433,330.00 or 100.00%** |

**(C)**

| | |
|---|---|
| **Contract Value:** | **$433,330.00** |
| **Prime Vendor:** | **Corporate Environment of Georgia** |
| **Prime Status:** | **African American Male Business Enterprise** |
| **Location:** | **Atlanta, GA** |
| **County:** | **Fulton County** |
| **Prime Value:** | **$433,330.00 or 100.00%** |
| **Total Contract Value:** | **$433,330.00 or 100.00%** |
| **Total Certified Value:** | **$433,330.00 or 100.00%** |
| **Grand Contract Value:** | **$1,500,000.00 or 100.00%** |
| **Grand Certified Value:** | **$1,500,000.00 or 100.00%** |

## Exhibits Attached

Exhibit 1: Contract Renewal Agreements
Exhibit 2: Performance Evaluations
Exhibit 3: Contract Renewal Evaluation Form

## Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

## Contract Attached

Yes

## Previous Contracts

Yes

## Total Contract Value

Original Approved Amount: $1,500,000.00

| | |
|---|---|
| Previous Adjustments: | $0.00 |
| This Request: | $1,500,000.00 |
| TOTAL: | $3,000,000.00 |

## Fiscal Impact / Funding Source

**Funding Line 1:**

100-TBD-TBD-1458: General, Real Estate and Asset Management, To-Be Determine -$1,500,000.00 “Subject to availability of funding adopted for FY2026 by BOC, and the contingent approval for user departments”.

| **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:

| | |
|---|---|
| Office Design Concepts Georgia, LLC | 91 |
| Bright Interiors Group, LLC | CPR Memo |
| Corporate Environments of Georgia, LLC | CPR Memo |

**Would you select/recommend this vendor again?**
Yes

| **Report Period Start:** | **Report Period End:** |
|---|---|
| **1/1/2025** | **3/31/2025** |

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT: Department Of Real Estate & Asset Management**

**BID/RFP# NUMBER:25ITB1366580C-GS**

**BID/RFP# TITLE: Modular Workstations and Free-Standing Furniture Countywide**

**ORIGINAL APPROVAL DATE: July 9, 2025**

**RENEWAL EFFECTIVE DATES: January 1, 2025**

**RENEWAL OPTION #: 1 OF 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: $633,340.00**

**COMPANY'S NAME Office Design Concepts Georgia, LLC**

**ADDRESS: 3355 Lenox Road Suite 750**

**CITY: Atlanta**

**STATE: GA**

**ZIP: 30326**

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

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

| | |
|---|---|
| **FULTON COUNTY, GEORGIA** | **Office Design Concept GA LLC** |
| **Robert L. Pitts, Chairman**<br>**Fulton County Board of Commissioners** | **Joseph Sylvan**<br>**Vice President** |
| **ATTEST:** | |
| **Tonya R. Grier**<br>**Clerk to the Commission** | |
| **(Affix County Seal)** | |
| **AUTHORIZATION OF RENEWAL:** | |
| **Joseph N. Davis,**<br>**Director**<br>**Department Of Real Estate & Asset Management** | |

| | |
|---|---|
| **ITEM#: _____ RM: _____**<br>**REGULAR MEETING** | **ITEM#: _____ 2ND RM: _____**<br>**SECOND REGULAR MEETING** |

# CERTIFICATE OF INSURANCE

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT: Department Of Real Estate & Asset Management**

**BID/RFP# NUMBER:25ITB1366580C-GS,**

**BID/RFP# TITLE: Modular Workstations and Free- Standing Furniture Countywide (B)**

**ORIGINAL APPROVAL DATE: July 9, 2025**

**RENEWAL EFFECTIVE DATES: January 1, 2026**

**RENEWAL OPTION #: 1 OF 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: $433,330.00**

**COMPANY'S NAME: Bright Interiors Group**

**ADDRESS: 2555 McGlynn Drive**

**CITY: Decatur**

**STATE: GA**

**ZIP: 30034**

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

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

| | |
|---|---|
| **FULTON COUNTY, GEORGIA** | **Bright Interiors Group** |
| **Robert L. Pitts, Chairman**<br>**Fulton County Board of Commissioners** | **Shannon D. Bright**<br>**President** |
| **ATTEST:** | |
| **Tonya R. Grier**<br>**Clerk to the Commission** | |
| **(Affix County Seal)** | |
| **AUTHORIZATION OF RENEWAL:** | |
| **Joseph N. Davis, Director**<br>**Department Of Real Estate & Asset Management** | |

| | |
|---|---|
| **ITEM#: _____ RM: _____**<br>**REGULAR MEETING** | **ITEM#: _____ 2ND RM: _____**<br>**SECOND REGULAR MEETING** |

# CERTIFICATE OF INSURANCE

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT: Department Of Real Estate & Asset Management**

**BID/RFP# NUMBER: 25ITB1366580C-GS (C)**

**BID/RFP# TITLE: Modular Workstations and Free-Standing Furniture Countywide**

**ORIGINAL APPROVAL DATE: July 9, 2025**

**RENEWAL EFFECTIVE DATES: January 1, 2026**

**RENEWAL OPTION #: 1 OF 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: $433,330.00**

**COMPANY'S NAME: Corporate Environments of Georgia, LLC**

**ADDRESS:1636 NE Expy NE, Atlanta, GA 30329**

**CITY: Atlanta**

**STATE: GA**

**ZIP: 30329**

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

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

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

**ATTEST:**

**Tonya R. Grier**
**Clerk to the Commission**

**(Affix County Seal)**

**AUTHORIZATION OF RENEWAL:**

**Joseph N. Davis, Director**
**Department Of Real Estate & Asset Management**

**Corporate Environments of Georgia, LLC**

**Marcus Tate**
**President**

| | |
|---|---|
| **ITEM#: _____ RM: _____**<br>**REGULAR MEETING** | **ITEM#: _____ 2ND RM: _____**<br>**SECOND REGULAR MEETING** |

# CERTIFICATE OF INSURANCE

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E8 |
| **Project** | Modular Workstations and Free Standing Furniture |
| **Project Number** | 21ITB130147C-GS |
| **Supplier** | Office Design Concept GA llc |
| **Supplier Project Contact** | SABRINA WASHINGTON-Sylvan (preferred language: English) |
| **Performance Program** | Goods and Commodity Services |
| **Evaluation Period** | 01/01/2025 to 03/31/2025 |
| **Effective Date** | 06/03/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | 06/03/2025 |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 06/03/2025 03:59 PM EDT |
| **Completion Date** | 06/03/2025 03:59 PM EDT |
| **Evaluation Score** | 91 |

**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** Vendor has demonstrated an outstanding performance level, no quality problems.

**TIMELINESS OF PERFORMANCE** **17/20**

Rating

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

**Comments** Vendor has no delays and the vendor has met the agreed upon time schedule.

**BUSINESS RELATIONS** **20/20**

Rating

**Outstanding:** The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

**Comments** Vendor response to inquiries, service request and administrative questions and/or concerns right away without delay.

**CUSTOMER SATISFACTION** **20/20**

Rating

**Outstanding:** Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

**Comments** *Not Specified*

**COST CONTROL** **17/20**

Rating

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

**Comments** *Not Specified*

**GENERAL COMMENTS**

**Comments** I would recommend ODCG to work with other Fulton County departments.

# INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Chief Purchasing Agent, Director of Purchasing and Contract Compliance

**FROM:** Joseph Davis, Director, DREAM

**DATE:** September 22, 2025

**SUBJECT:** Contractor's Performance Report – Modular Workstations, #25ITB1366580C-GS, Bright Interiors

The Contractor listed below has not been established as a contractor/vendor in BidNet due to the new Contract Agreement just been established and therefore cause for no evaluation for their performance at this time. Once the Contractor is established into BidNet, then a complete performance evaluation for that (quarterly) period will be done by the Department representative (Project Manager):

**PROJECT:** Modular Workstations and Free-Standing Furniture Countywide

**PROJECT NO.:** 25ITB1366580C-GS

**CONTRACTOR:** Bright Interiors Group, LLC
2555 McGlynn Drive
Decatur, GA 30034

**POC:** Shannon D. Bright, President

**PHONE:** (404) 558-6050

**EMAIL:** shannon@brightinteriorsgroup.com

If you have any questions, please contact Harry Jordan at (404) 612-5933.

TD/SB/KJ/hj

C: Tim Dimond, Deputy Director, DREAM
Sam Bakare, Administrator, Building Construction, DREAM
Keith Johnson, Construction Projects Manager Senior, DREAM
Harry Jordan, Contract Administrator, DREAM
Kay Flowers, Contract Administrator, Purchasing & Contract Compliance

# INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Chief Purchasing Agent, Director of Purchasing and Contract Compliance

**FROM:** Joseph Davis, Director, DREAM JD

**DATE:** September 22, 2025

**SUBJECT:** Contractor's Performance Report – Modular Workstations, #25ITB1366580C-GS, Corporate Environments

The Contractor listed below has not been established as a contractor/vendor in BidNet due to the new Contract Agreement just been established and therefore cause for no evaluation for their performance at this time. Once the Contractor is established into BidNet, then a complete performance evaluation for that (quarterly) period will be done by the Department representative (Project Manager):

**PROJECT:** Modular Workstations and Free-Standing Furniture Countywide

**PROJECT NO.:** 25ITB1366580C-GS

**CONTRACTOR:** Corporate Environments of Georgia, LLC
1636 NE Expy NE.
Atlanta, GA 30329

**POC:** Marcus Tate, President

**PHONE:** (404) 679-8984

**EMAIL:** mtate@ceofga.com

If you have any questions, please contact Harry Jordan at (404) 612-5933.

TD/SB/KJ/hj

C: Tim Dimond, Deputy Director, DREAM
Sam Bakare, Administrator, Building Construction, DREAM
Keith Johnson, Construction Projects Manager Senior, DREAM
Harry Jordan, Contract Administrator, DREAM
Kay Flowers, Contract Administrator, Purchasing & Contract Compliance

# Contract Renewal Evaluation Form

| | |
|---|---|
| **Date:** | **September 18, 2025** |
| **Department**: | **Real Estate and Asset Management** |
| **Contract Number:** | **25ITB1366580C-GS** |
| **Contract Title:** | **Modular Workstations and Free-Standing Furniture Countywide** |

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.**

   *Identification of FF&E products that have Extended to Lifetime Warranties that reduce the cost of ownership over the life of the products. These contracts furnish all materials, labor, tools, equipment, transportation, and appurtenances necessary to provide a variety of office modular workstations systems and free standalone furniture on an "as needed" basis as requested for Fulton County. Breaking down and reconfigurations of existing workstations and office relocation by requested user departments.*

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 4, 2023*** |
| Price found: | ***Prices vary pending styles*** |
| Different features / Conditions: | ***Manufactures/Styles Varies*** |
| Percent difference between internet price and renewal price: | ***Varies*** |

   **Explanation / Notes:**

   *FF&E products varies between manufacture and styles of products, dealer prices are similar but differ base of dealer discounts as much as 15% - 50%.*

☒ **Market Survey of other jurisdictions:**

| | |
|---|---|
| Date contacted: | August 4, 202023 |
| ***Jurisdiction Name / Contact name:*** | ***City of Atlanta/Shirlaine Clark*** |
| Date of last purchase: | ***FY 2022*** |
| Price paid: | ***Variable based on request.*** |
| Inflation rate: | ***N/A*** |
| Adjusted price: | ***N/A*** |
| Percent difference between past purchase price and renewal price: | ***5% - 10%*** |
| 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? | ***Pricing Comparable*** |

**Explanation / Notes:** ***N/A***

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?**

FY2025 The County allocated expenditures are $101,628.24 as of 9/18/2025
FY2024 The County spent $696,479.26
FY2023 The County spent $885,847.47
FY2022 The County spent $824,920.82
FY2021 The County spent $1,142,715.98
FY2020 The County spent $1,252,278.74

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: | ***August 4, 2023*** |
| **Price paid:** | ***$2,542.00*** |
| **Inflation rate:** | ***N/A*** |
| Adjusted price: | ***N/A*** |

| Percent difference between past purchase price and renewal price: | ***Variable, all orders are different.*** |
|---|---|

**Explanation / Notes:**

***N/A***

**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.**

*Fulton County DREAM does not provide FF&E Services.*

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

*Without this Furniture contract DREAM would not be able to provide control, monitoring & Design of FF&E services/procurement for Buildout of Renovation projects for other Fulton County Departments.*

*Keith Johnson*

***Keith Johnson, Construction Project Mgr. Sr.*** | ***September 18, 2025***

**Prepared by** | **Date**

*Joseph Davis*

Joseph N. Davis, Director | ***September 18, 2025***

**Department Head** | **Date**

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0870 **Meeting Date:** 11/19/2025

### Department
Police

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contract - Police, 23RFP139745B-EC, Armed and Unarmed Security Services in an amount not to exceed $17,375,401.16 with Universal Protection Services dba Allied Universal Services (Atlanta, GA) to provide armed, unarmed and tower security services for various County departments. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2026 through December 31, 2026.

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

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

**Summary:** This request is to renew an existing contract with Allied Universal Services to provide armed, unarmed and tower security services for various County departments.

Over the past year, there has been an increase in demand for both armed and unarmed security services. The existing contract was amended on August 20, 2025 to provide tower security staffing

services for the Fulton County jail facilities effective September 19, 2025.

This contract renewal amount has increased by $6,959,639.45 to include the following:

- 3% increase for billing rates for contract guards and staff rates.
- 12 months security staffing services for coverage of twenty-six (26) towers across the Fulton County Jail located at 901 Rice Street, Atlanta, GA 30318, the South Annex located at 6500 Watson St, Union City, GA 30291, and the Atlanta City Detention Center located at 254 Peachtree St SW, Atlanta, GA 30303, on behalf of the Fulton County Sheriff's Office.
- Security needs for Registration and Elections for the following elections:

| | |
|---|---|
| PRIMARY ELECTION | MAY 2026 - UNIT 2654 |
| PRIMARY RUN-OFF | JUNE 2026 - UNIT 2655 |
| GENERAL ELECTION | NOV 2026 - UNIT 2653 |
| GENERAL RUN-OFF | DEC 2026 - UNIT 2658 |

**Scope of Work:** The Contractor is required to provide and maintain an adequate number of properly trained personnel and an adequate quantity performance of the obligations and function of this contract. Security coverage is currently provided at approximately fifty (50) County facilities.

Contractor duties include but are not limited to: operating x-ray screening machines, handheld and walk-through magnetometers or some combination and other unauthorized items when entering the buildings; operating computerized windows-based security software system, closed circuit television monitoring systems; conducting interior and exterior perimeter security foot patrols of facilities and vehicle patrol of County patrol; controlling access to County facilities.

**Community Impact:** Provide a safe and secure environment for our employees, customers, and community.

**Department Recommendation:** Recommend approval of this item.

**Project Implications:** Maintain security coverage for all County facilities.

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

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

## Contract Modification

| CURRENT CONTRACT HISTORY | BOC ITEM | DATE | DOLLAR AMOUNT |
|---|---|---|---|
| Original Award Amount | 23-0829 | 11/15/2023 | $7,200,000.00 |
| Amendment No. 1 | 24-0134 | 02/21/2024 | $3,839,243.00 |
| 1st Renewal | 24-0791 | 11/20/2024 | $8,390,000.00 |
| Amendment No. 2 | 25-0620 | 08/20/2025 | $2,025,761.71 |

| | | | |
|---|---|---|---|
| **2nd Renewal** | | | **$17,375,401.16** |
| Total Revised Amount | | | $38,830,405.87 |

## Contract & Compliance Information

**Contract Value:** **$17,375,401.16**

**Prime Vendor:** **Universal Protection Services dba Allied Security Services**
**Prime Status:** **Non-Minority**
**Location:** **Atlanta, GA**
**County:** **Fulton County**
**Prime Value:** **$15,464,107.03 or 89.00%**

**Subcontractor Vendor:** **Safeguard Security Solutions, LLC**
**Subcontractor Status:** **African American Female Business Enterprise**
**Location:** **Stockbridge, GA**
**County:** **Henry County**
**Subcontractor Value:** **$1,911,294.13 or 11.00%**

**Total Contract Value:** **$17,375,401.16 or 100.00%**
**Total Certified Value:** **$1,911,294.13 or 11.00%**

## Exhibits Attached

Exhibit 1: Contract Renewal Agreement No. 2
Exhibit 2: Performance Evaluation
Exhibit 3: Contract Renewal Evaluation Form
Exhibit 4: FY26 Cost Proposal

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

W. Wade Yates, Chief of Police, Police Department, 404-613-5705

## Contract Attached

No

## Previous Contracts

Yes

## Total Contract Value

Original Approved Amount: $7,200,000
Previous Adjustments: $14,255,004.71
This Request: $17,375,401.16
TOTAL: $38,830,405.87

## 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:**

100-320-5207-1174: General, Police, Facility Services - $15,573,884.16, Pending BOC Approval of FY2026 Budget

**Funding Line 2:** Various County Departments - $1,801,517, Pending BOC Approval of FY2026 Budget

| **Key Contract Terms** | |
|---|---|
| **Start Date:** 1/1/2026 | **End Date:** 12/31/2026 |
| **Cost Adjustment**: | **Renewal/Extension Terms**: N renewal options remain |

**Overall Contractor Performance Rating**: 100

**Would you select/recommend this vendor again?**
Yes

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

# CONTRACT RENEWAL AGREEMENT

**DEPARTMENT: Police**

**BID/RFP# NUMBER: 23RFP139745B-EC**

**BID/RFP# TITLE: Armed and Unarmed Security Services**

**ORIGINAL APPROVAL DATE: November 15, 2023**

**RENEWAL EFFECTIVE DATES: January 1, 2026 to December 31, 2026**

**RENEWAL OPTION #: 2 OF 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: $17,375,401.16**

**COMPANY'S NAME: NAME: Universal Protection Service, LLC dba Allied Universal Security**

**ADDRESS: 3355 Lenox Road NE, Suite #300**

**CITY: Atlanta**

**STATE: GA**

**ZIP: 30326**

This Renewal Agreement No. [Insert was approved by the Fulton County Board of Commissioners on [Insert approval date and Item Number].

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

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

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

**FULTON COUNTY, GEORGIA**

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

**ATTEST:**

**Tonya R. Grier**
**Clerk to the Commission**

**(Affix County Seal)**

**AUTHORIZATION OF RENEWAL:**

**W. Wade Yates, Chief of Police**
**Police Department**

**UNIVERSAL PROTECTION SERVICES, LLC DBA ALLIED UNIVERSAL SECURITY SERVICES**

**Richard Evans**
**Sr. Regional Vice President**

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

# CERTIFICATE OF INSURANCE

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E5 |
| **Project** | Armed and Unarmed Security Services |
| **Project Number** | 23RFP139745B-EC |
| **Supplier** | Universal Protection Service, LLC dba Allied Universal Security Services |
| **Supplier Project Contact** | Arnie Roese (preferred language: English) |
| **Performance Program** | Professional Services |
| **Evaluation Period** | 04/01/2025 to 06/30/2025 |
| **Effective Date** | 07/07/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | 07/07/2025 |
| **Expectations Meeting Date** | 07/07/2025 |
| **Status** | Completed |
| **Publication Date** | 07/07/2025 10:28 AM EDT |
| **Completion Date** | 07/07/2025 10:28 AM EDT |
| **Evaluation Score** | 100 |

**Related Documents**

There are no documents associated with this Performance Evaluation

**OVERALL RATING GUIDE - PROFESSIONAL SERVICES**

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

**PROJECT MANAGEMENT** **20/20**

Rating

**Outstanding:** Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

**Comments** Allied Universal continues to have a very effective management team.

**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** Allied Universal services continue to be delivered 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** The quality of deliverables exceeds requirements in all areas.

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

Rating

**Outstanding:** Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

**Comments** Fulton County Police and Allied Universal continue to have an excellent line of communication. Both agencies continue to have weekly meetings.

**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** Fulton County Police continues to have outstanding oversight of Allied Universal and the ability to bring Allied into compliance in an expedited manner.

**GENERAL COMMENTS**

**Comments**

# Contract Renewal Evaluation Form

| | |
|---|---|
| **Date:** | **September 22, 2025** |
| **Department**: | POLICE |
| **Contract Number:** | 23RFP139745B-EC |
| **Contract Title:** | Armed and Unarmed Security 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.**

   **Invoices are reviewed by the Executive Assistant-Security Coordinator to ensure that the correct rates are being applied for each security officers assigned because the contract contains multiples rates.**

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 22, 2025 |
| Price found: | **16.00** |
| Different features / Conditions: | Click here to enter text. |
| Percent difference between internet price and renewal price: | **Internet price is 51% less** |

**Explanation / Notes:**

Internet Vendor: Sunstates Security Services — Hourly Rates: 16.00 – 20.00 Hourly

Current Vendor: Allied Universal Security Services — Hourly Rates: 24.11 – 30.84 Hourly

☐ **Market Survey of other jurisdictions:**

| | |
|---|---|
| Date contacted: | September 22, 2025 |
| Jurisdiction Name / Contact name: | **Sunstate Security Services** |
| 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? | **Fulton County PD pays 51% more** |

**Explanation / Notes:**

| | |
|---|---|
| **Sunstate Security Services** | **Price pay: $16.00 hourly** |
| | **Unarmed Security Officer** |
| **Fulton County Police Dept.-Security Services** | **Price pay: $24.11 hourly** |
| | **Unarmed Security Officer** |

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

N/A

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

N/A

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: | N/A |
| Price paid: | **N/A** |
| Inflation rate: | **N/A** |
| Adjusted price: | **N/A** |

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

**Explanation / Notes:**

N/A

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?**

   **No security protection and services for the entire Fulton County government buildings and departments. This would allow a danger to citizens and staff of Fulton County.**

| | |
|---|---|
| Elaine Smith | September 22, 2025 |
| **Prepared by** | **Date** |
| Chief W. Wade Yates By: | September 22, 2025 |
| **Department Head** | **Date** |

| | Total Service Hours | | |
|---|---|---|---|
| **Position Title** | **Weekly Hours** | **Billing Rate** | **Total Amount Weekly** |
| Project Manager | 40 | 50.89 | 2,035.60 |
| Shift Supervisors | 208 | 34.02 | 7,076.16 |
| Security Officers | 3,469.50 | 24.84 | 86,182.38 |
| Armed Officers | 1,478.50 | 31.77 | 46,971.95 |
| **Total Weekly Hours** | 5,196 | | |
| | | **Total Weekly Cost** | 142,266.09 |
| | | **Total Annual Cost** | 7,397,836.42 |

| **Other Services** | **Quantity** | **Monthly Rate** | **Total Amount Monthly** |
|---|---|---|---|
| **Use of Tracking Devices** | 3 | 199 | 597.00 |
| **Use of Patrol Vehicles** | 3 | 1500 | 4,500.00 |
| | | **Total Monthly Cost** | 5,097.00 |
| | | **Total Annual Cost** | 61,164.00 |
| | | **Base Bid Amount Total** | **7,459,000.42** |
| | | **3% for Unforseen Security Needs** | **223,770.58** |
| | | **Registration & Elections** | **1,312,306.00** |
| | | **Sheriff Jail Facilities** | **8,380,324.16** |
| | | **GRAND TOTAL** | **17,375,401.16** |

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0871 **Meeting Date:** 11/19/2025

**Department**
County Manager

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of the Fulton County Operational Report.

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

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

**Commission Districts Affected**

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

**Is this a purchasing item?**
No




# Fulton County Operational Report

November 19, 2025

Board of Commissioners Meeting

# AGENDA

## Justice

- Justice System
- Jail Facilities

## Focus Areas

- South Fulton Feasibility Study

## Finance and Purchasing

- ARPA Reporting
- Monthly Financials
- Emergency and County Manager Contracts

# Justice System Update

FULTON COUNTY GOVERNMENT

# Justice System Update

NOVEMBER 19, 2025

## AGENDA

01 JUSTICE SYSTEM SCORECARD

02 JAIL POPULATION UPDATE

03 DIVERSION CENTER UTILIZATION UPDATE

# JUSTICE SYSTEM SCORECARD
## MONTHLY UPDATE

| MEASURE | GOAL | MAY 2023 BASELINE | SEPTEMBER 2025 | OCTOBER 2025 | DELTA *(previous month vs. current month)* |
|---|---|---|---|---|---|
| Average Length of Stay | 30 days | 71 days | 51 days | 49 days | 2 day decrease |
| Jail Population Unindicted without other charges | 10% | 34% | 18% | 16% | 2% decrease |
| Clearance Rate for Felony Criminal Cases | 100% | 72% | 70% | 82% | 12% increase |
| Felony Cases Disposed within 180 Days | 90% | 25% | 35% | 28% | 7% decrease |
| Felony Cases Disposed within 365 Days | 98% | 63% | 58% | 59% | 1% increase |

*Average length of stay calculated only after individuals have been booked out of the jail and does not include currently incarcerated inmates*

FULTON COUNTY GOVERNMENT

# Justice System Update

NOVEMBER 19, 2025

## AGENDA

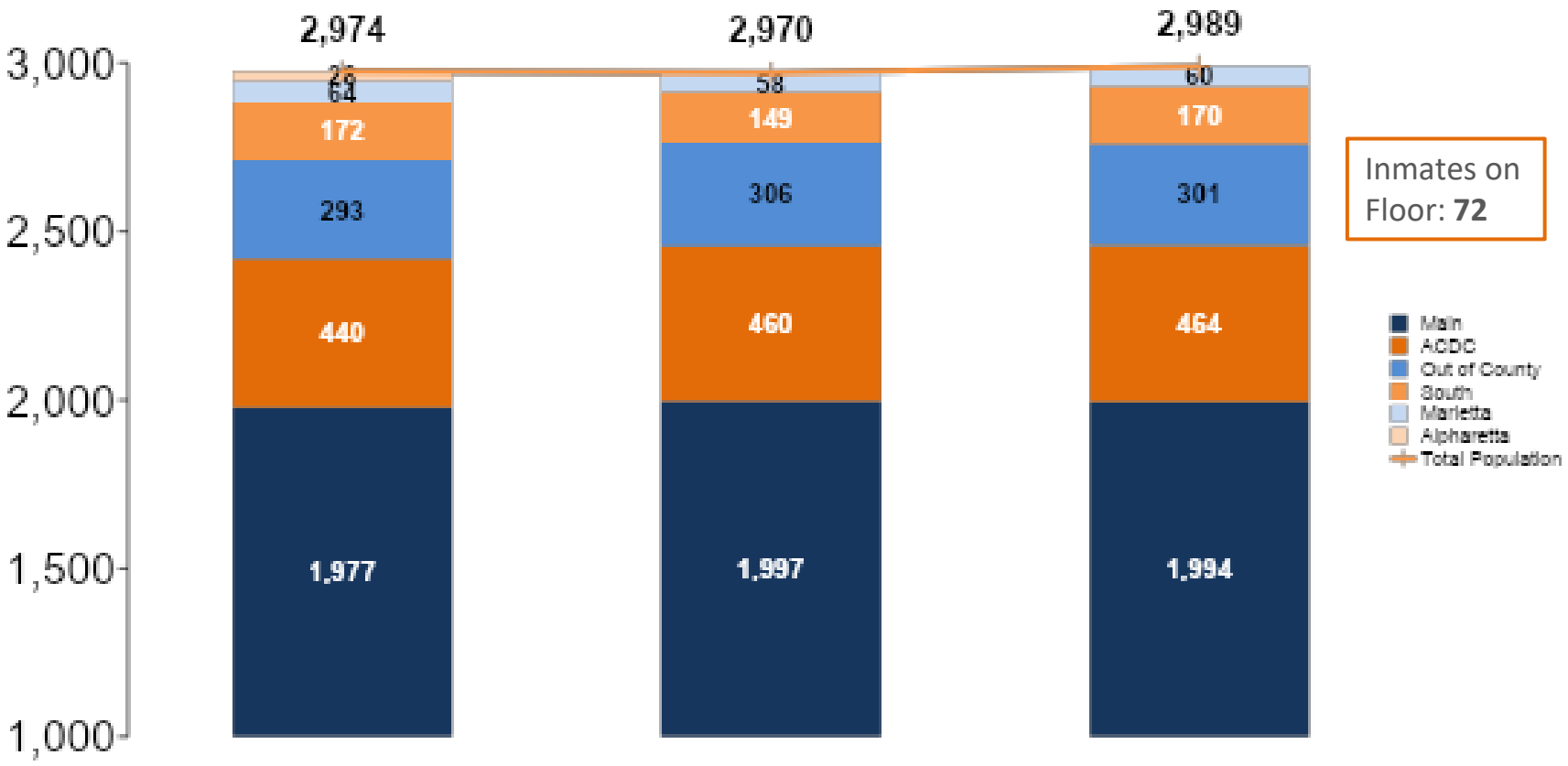
01 JUSTICE SYSTEM SCORECARD

02 JAIL POPULATION UPDATE

03 DIVERSION CENTER UTILIZATION UPDATE

# AVERAGE MONTHLY POPULATION

**3,013**
**as of 11/13/2025**




| | August | September | October |
|---|---|---|---|
| Book In | 2035 | 1877 | 1925 |
| Book Out | 1981 | 1874 | 1936 |
| Net | -54 | -3 | 11 |

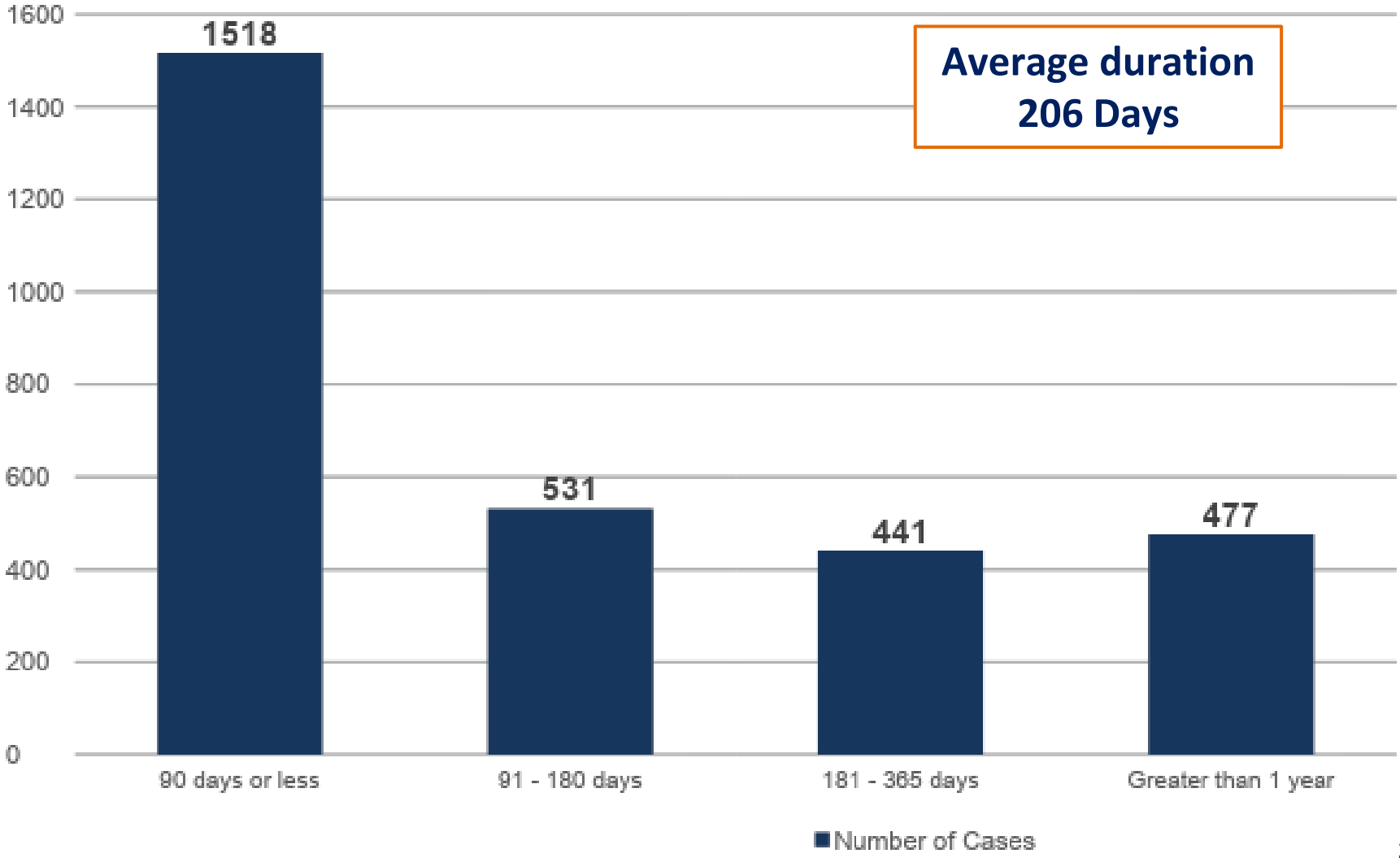
# AVERAGE MONTHLY JAIL POPULATION

## POPULATION BY FACILITY

Inmates on Floor: **72**

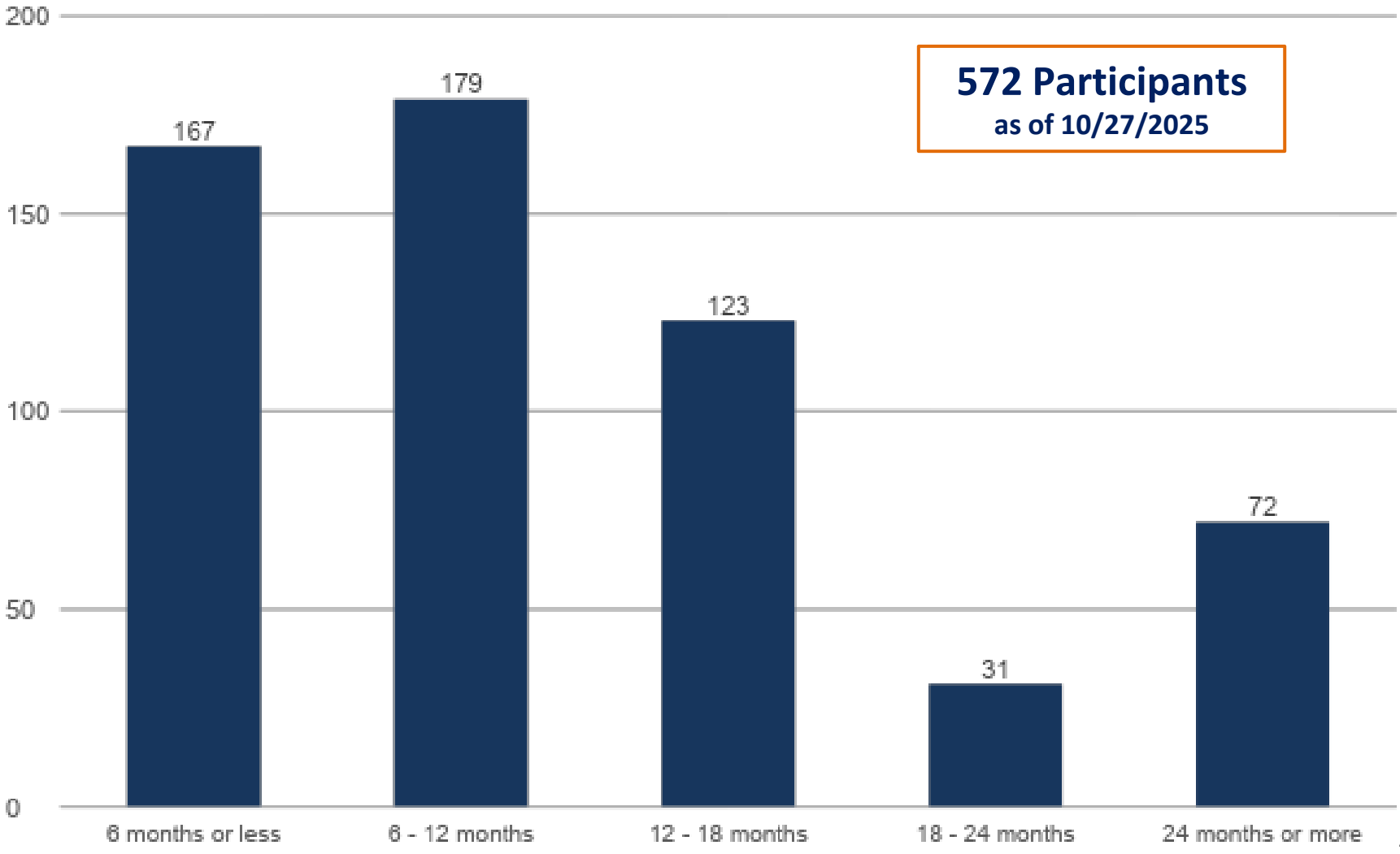
| | AUGUST | SEPTEMBER | OCTOBER | 11/13/2025 |
|---|---|---|---|---|
| Main | 1,977 | 1,997 | 1,994 | 2,010 |
| ACDC | 440 | 460 | 464 | 445 |
| Out of County | 293 | 306 | 301 | 321 |
| South Annex | 172 | 149 | 170 | 173 |
| Marietta Annex | 64 | 58 | 60 | 64 |
| Alpharetta | 28 | 0 | 0 | 0 |
| TOTAL | 2,974 | 2,970 | 2,989 | 3,013 |

# LENGTH OF STAY FOR CURRENTLY INCARCERATED INMATES IN JAIL AS OF 11/3/2025



# ELECTRONIC MONITORING UPDATE

## MONTHS ON MONITOR AS OF 10/27/2025



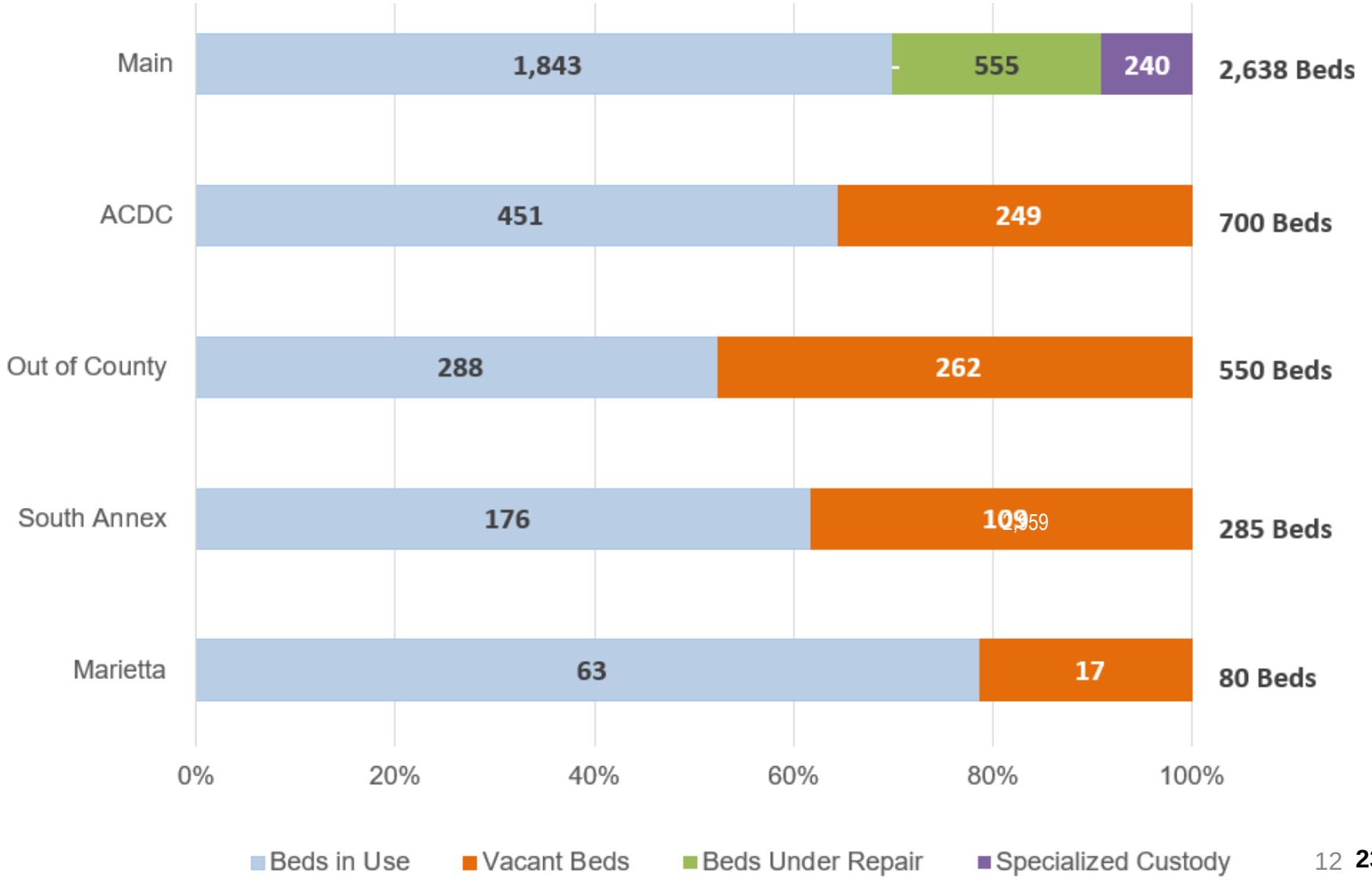
# ELECTRONIC MONITORING UPDATE
## 6 MONTH ROLLING PARTICIPATION

| | 6 months or less | 6 – 12 months | 12 – 18 months | 18 – 24 months | Greater than 24 months | TOTAL | % less than 1 year | % greater than 1 year |
|---|---|---|---|---|---|---|---|---|
| OCT 2025 | 167 | 179 | 123 | 31 | 72 | **572** | 60% | 40% |
| SEP 2025 | 181 | 204 | 143 | 38 | 76 | **642** | 60% | 40% |
| AUG 2025 | 196 | 198 | 134 | 51 | 64 | **643** | 61% | 39% |
| JUL 2025 | 224 | 194 | 118 | 66 | 66 | **668** | 63% | 37% |
| JUN 2025 | 234 | 190 | 130 | 97 | 75 | **726** | 58% | 42% |
| MAY 2025 | 236 | 176 | 114 | 114 | 76 | **716** | 58% | 42% |

# JAIL POPULATION
## FACILITY UTILIZATION AS OF 11/13/2025

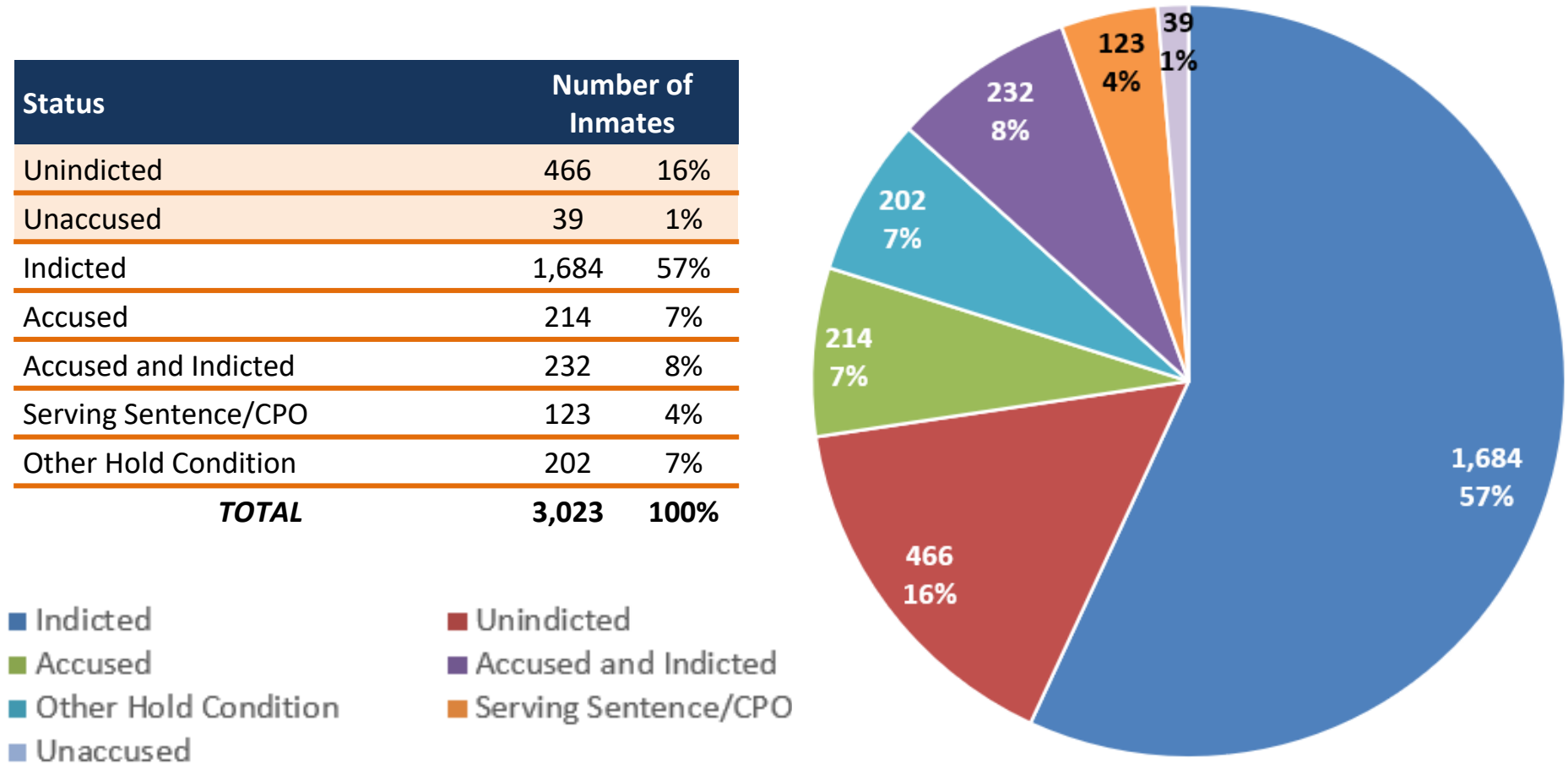
**Specialized Custody**: inmate classification, competency, discipline, protective custody

Inmates on Floor: 72



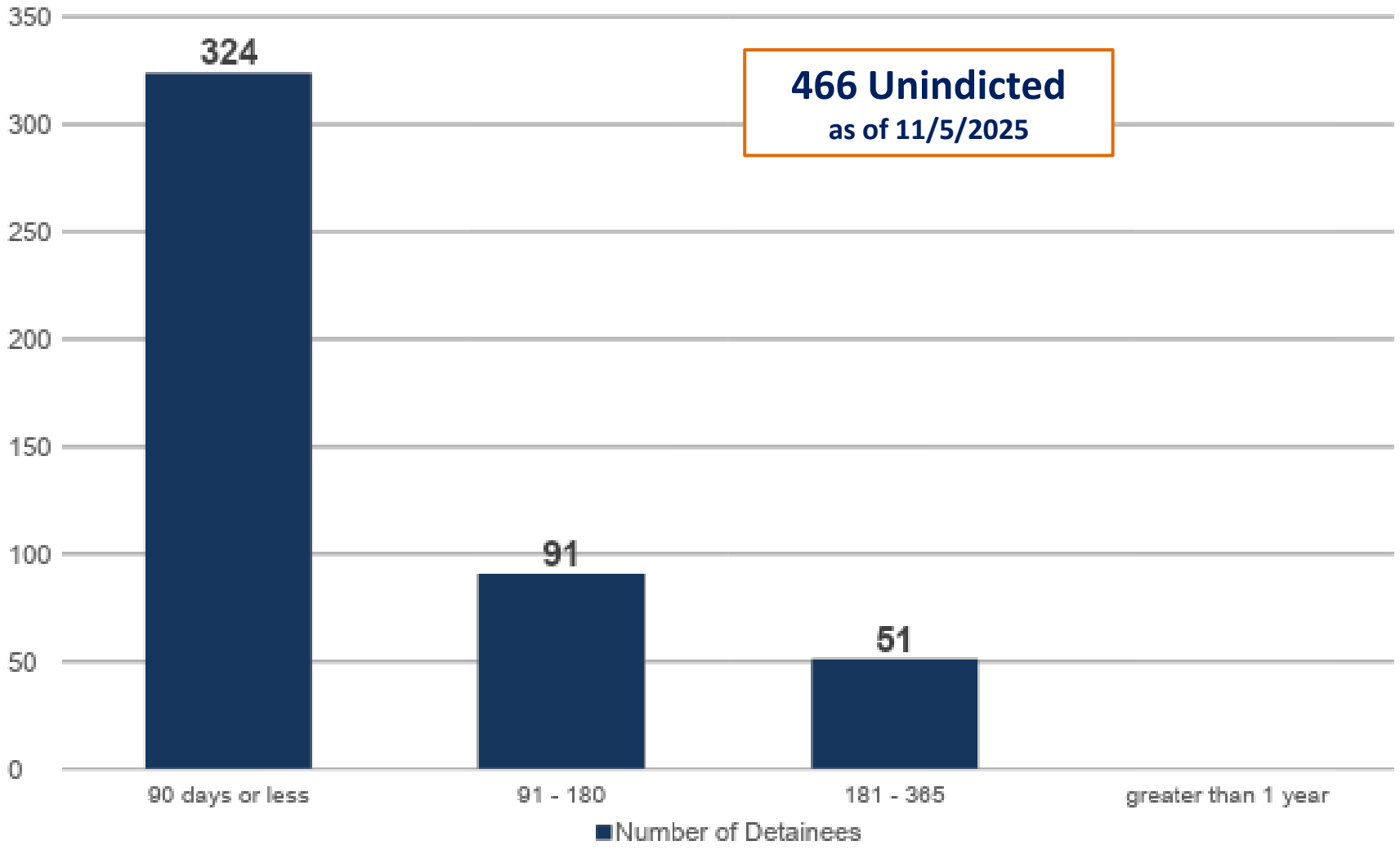
# JAIL POPULATION
## FULL INMATE ANALYSIS AS OF 11/5/2025

| Status | Number of Inmates | |
|---|---|---|
| Unindicted | 466 | 16% |
| Unaccused | 39 | 1% |
| Indicted | 1,684 | 57% |
| Accused | 214 | 7% |
| Accused and Indicted | 232 | 8% |
| Serving Sentence/CPO | 123 | 4% |
| Other Hold Condition | 202 | 7% |
| ***TOTAL*** | **3,023** | **100%** |



# UNINDICTED JAIL POPULATION

## DAYS IN JAIL AS OF 11/5/2025




*Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appears and foreign and/or other agency holds)*




FULTON COUNTY GOVERNMENT

# Justice System Update

NOVEMBER 19, 2025

## AGENDA

01 JUSTICE SYSTEM SCORECARD

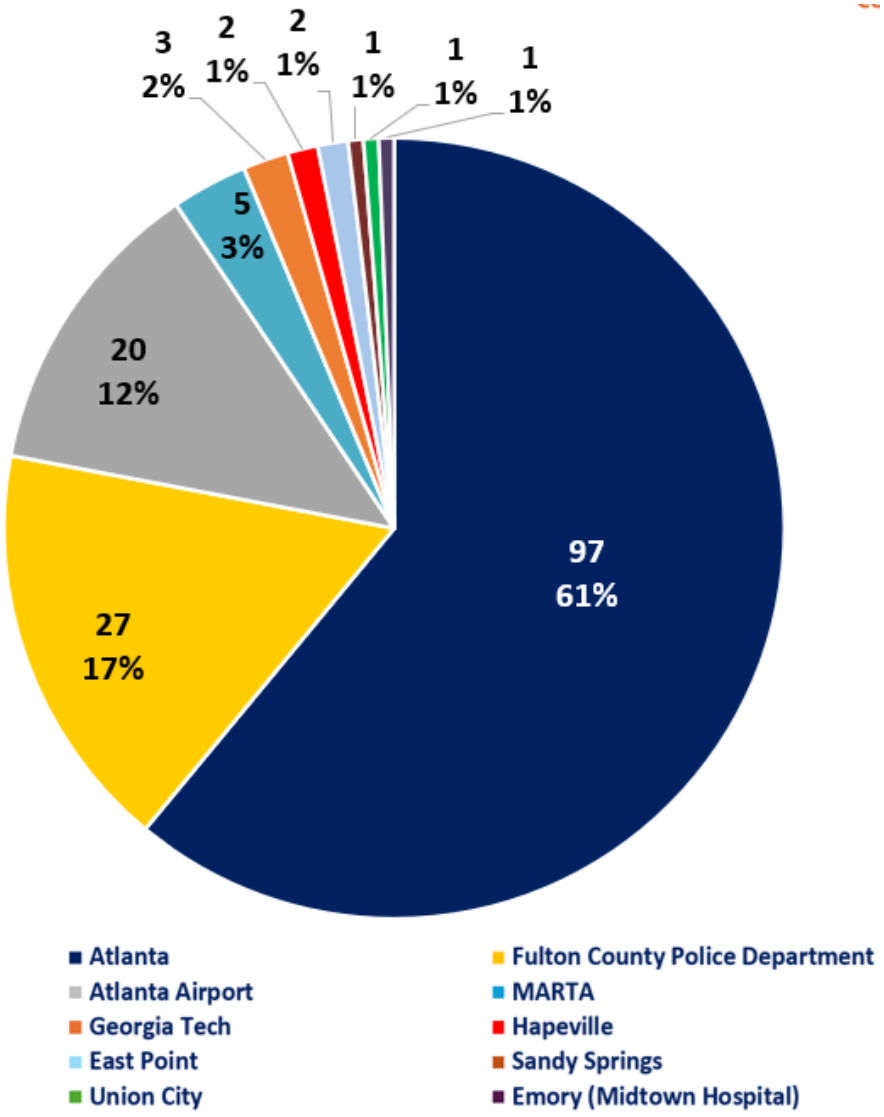
02 JAIL POPULATION UPDATE

03 DIVERSION CENTER UTILIZATION UPDATE

# OCTOBER DIVERSIONS
## BY JURISDICTION AS OF 10/31/2025

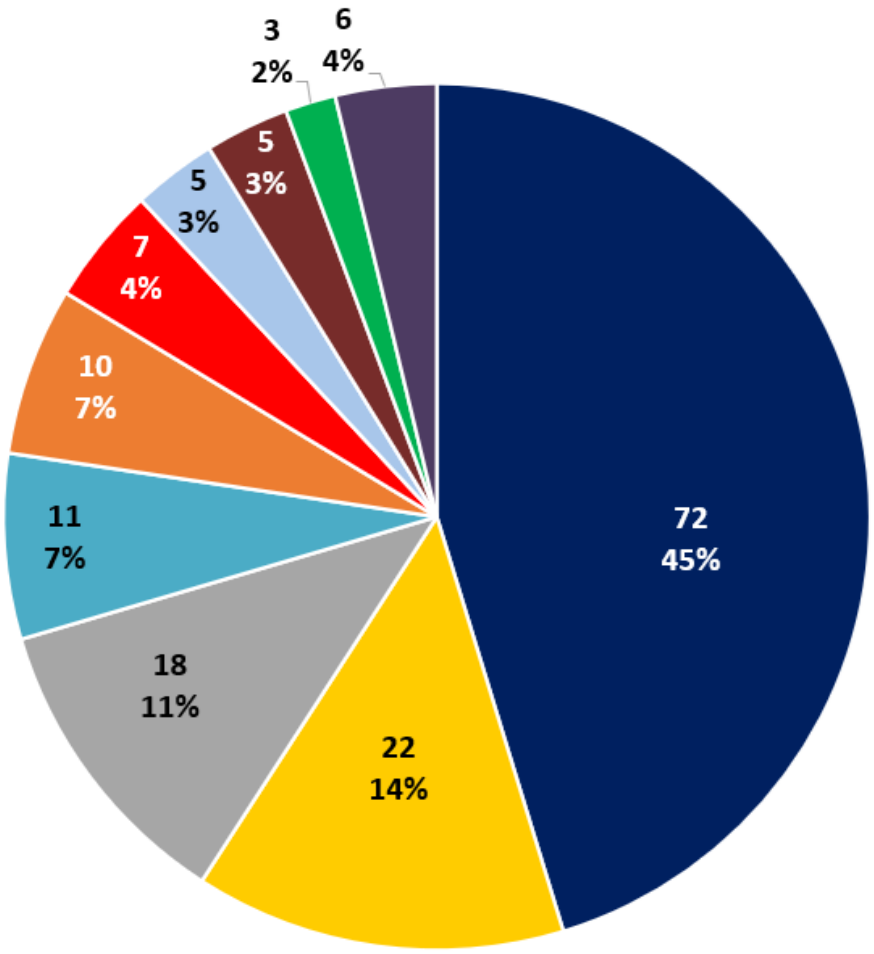
| Jurisdiction | Number of Diversions | |
|---|---|---|
| Atlanta | 97 | 61% |
| Fulton County Police Dept. | 27 | 17% |
| Atlanta Airport | 20 | 13% |
| MARTA | 5 | 3% |
| Georgia Tech | 3 | 2% |
| Hapeville | 2 | 1% |
| East Point | 2 | 1% |
| Sandy Springs | 1 | 1% |
| Union City | 1 | 1% |
| Emory (Midtown Hospital) | 1 | 1% |
| ***TOTAL*** | **159** | **100%** |

| | October | YTD |
|---|---|---|
| Total Diversions | 159 | 1059 |
| Unique Officers | 103 | 344 |
| Officers w/ 2+ drop offs | 24 | 164 |



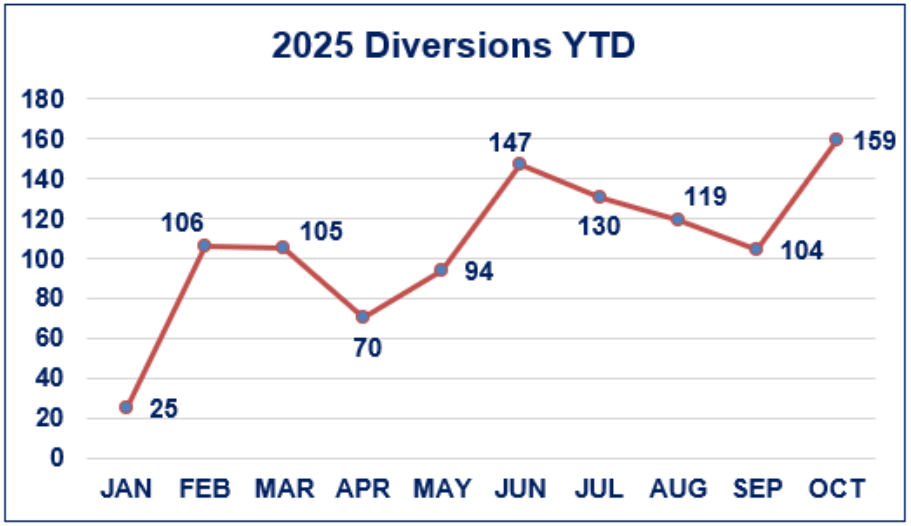
# OCTOBER DIVERSIONS
## BY CHARGE AS OF 10/31/2025

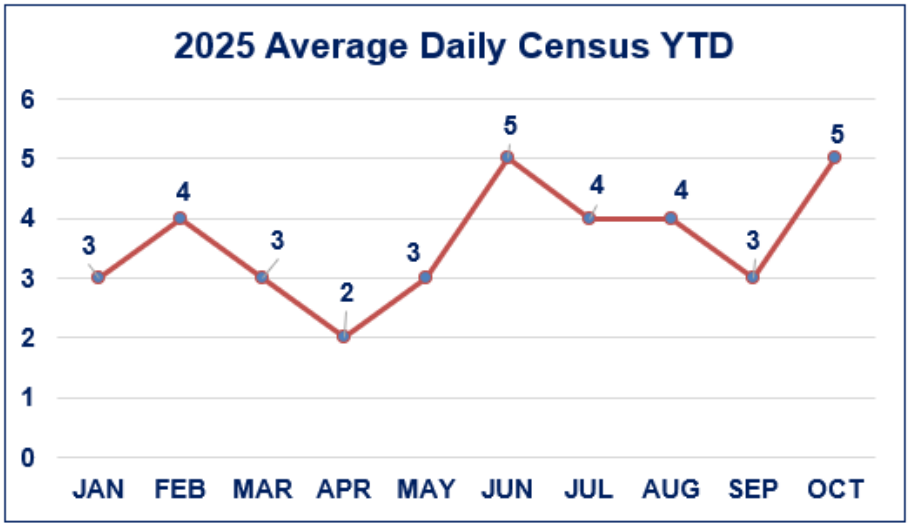
| Charges | Number of Diversions | |
|---|---|---|
| Criminal Trespass | 72 | 45% |
| Disorderly Conduct | 22 | 14% |
| Pedestrian Related | 18 | 11% |
| Loitering | 11 | 7% |
| Theft by Shoplifting | 10 | 7% |
| Urban Camping | 7 | 4% |
| Pandering | 5 | 3% |
| Substance Related | 5 | 3% |
| Public Indecency | 3 | 2% |
| Other Charges | 6 | 4% |
| ***TOTAL*** | **159** | **100%** |



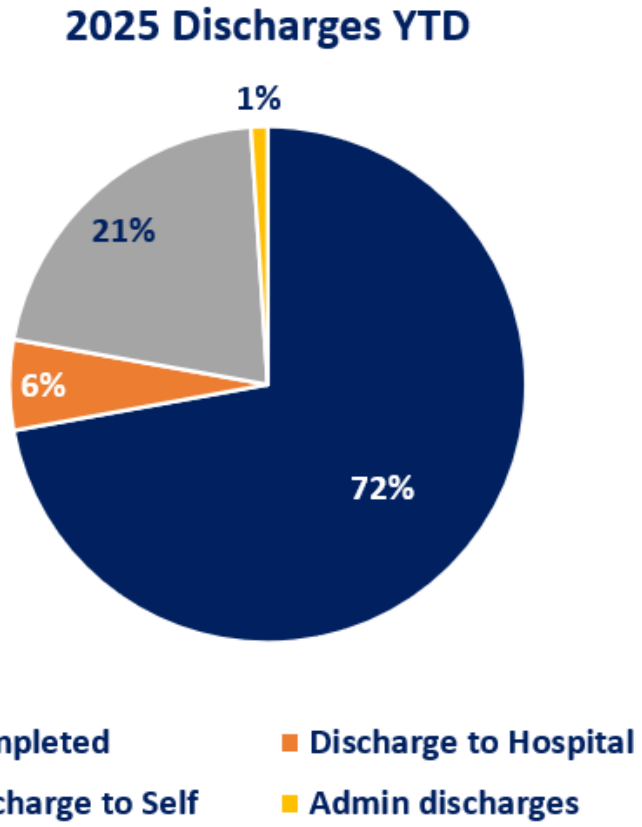
# 2025 DIVERSIONS

## YTD DIVERSIONS AND DISCHARGES AS OF 10/31/2025




**Total Diversion YTD**
**1059**

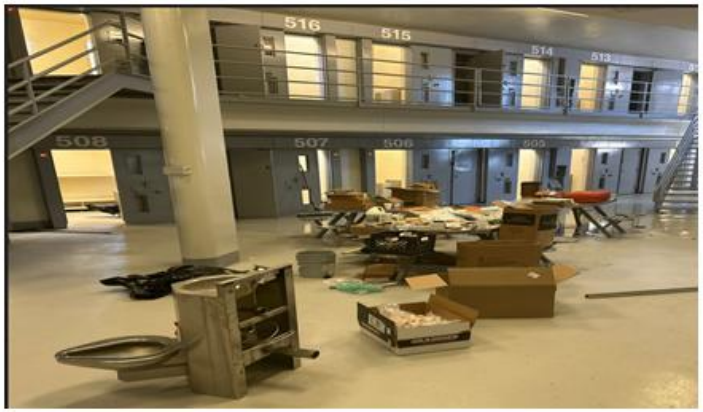


# QUESTIONS

# Jail Blitz Plan

# Jail Maintenance Blitz









- **Overall Blitz Project Update**
  - 9 of 11 housing units completed = **82%**
  - 3 North completed on August 14, 2025
  - Current blitz areas: **3 South** & **7 South**
    - FCSO determined that 7 South was critical for housing maximum security classification residents
    - 3 South critical for housing residents requiring physical and behavioral health concerns.
- Phase 1 blitz completion: **December 2025**
- Phase 2 Blitz to begin in Q1 2026

# Jail Maintenance - Bed Availability

- Beds out of service due to active/scheduled repairs

| Location | # of Beds |
|---|---|
| *1 North* | *2* |
| *2 South* | *2* |
| *3 South (active blitz)* | *204* |
| *3 North* | *2* |
| *4 South* | *2* |
| *5 North* | *8* |
| *7 North* | *7* |
| *7 South (active blitz)* | *204* |
| *6 South* | *69* |
| *6 North* | *55* |
| *TOTAL* | *555* |



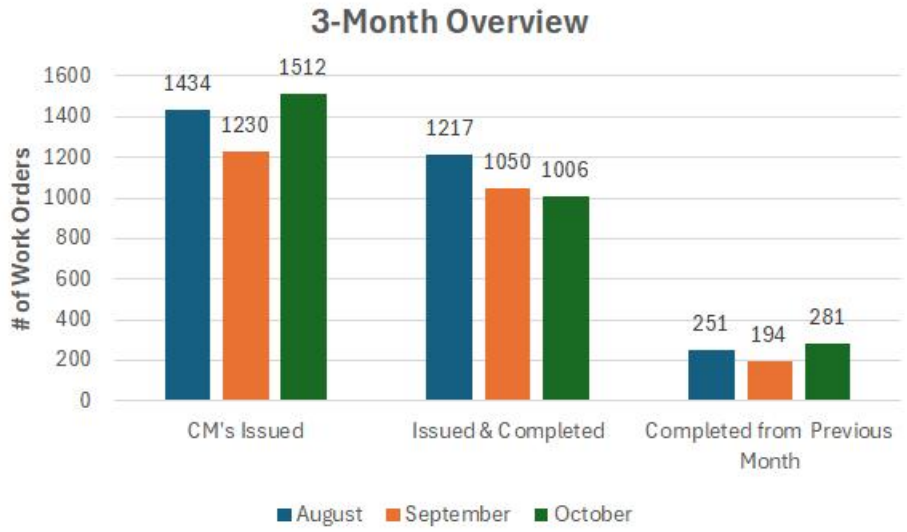


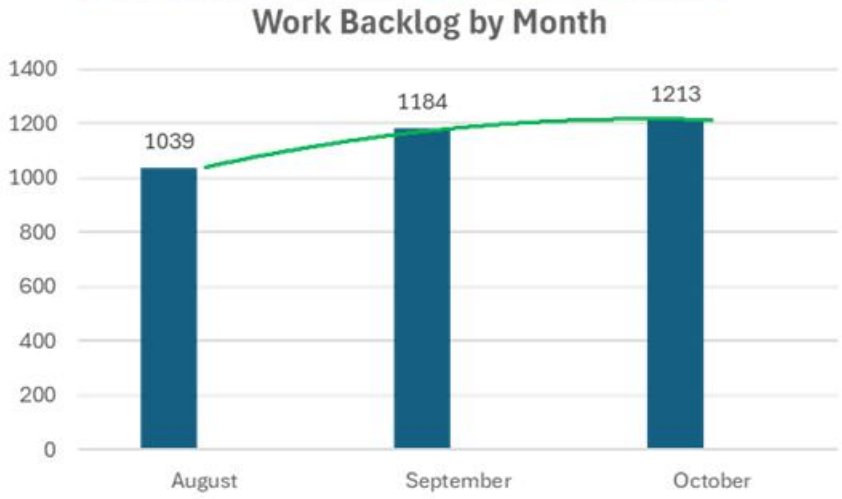
# Jail Maintenance Performance

Thru 11/13/2025

- **Corrective Maintenance (Oct. 2025)**
  - **1,006** of **1,512** issued & completed: **67%**
  - **281 October** CM WO's completed in **Nov.** = **85%**
  - ***1,567 Total*** CM's completed in the month of October
- **Preventive Maintenance (Oct. 2025)**
  - **292** of **327** PM's scheduled & completed: **89%**
- **Total Open Work Orders = 1,213**
  - Upcoming blitz areas: **511**
  - Areas require units must be unoccupied





# Immediate Repairs Update

- **BOC approved $3.2M for several critical repairs/upgrades**

| DESCRIPTION | COST | STATUS |
|---|---|---|
| Fire Alarm Upgrade | $723,865 | **Completed** 8/4/2025. Second phase to address field devices will began on 9/29/2025. Housing units 7N, 7S, 6N, 6S, 5N, 5S, 3N, 3S, 1N completed with Siemens now working on 2 North. |
| Padded Cells @ South Annex | $260,000 | **Completed** 1/17/2025. |
| Kitchen Equipment Replacement | $212,302 | **Completed** 6/11/2025 |
| Laundry Equipment Replacement | $346,657 | Two (2) new washers ordered and will be installed by 12/21/2025. |
| Elevator Modernization | $1,652,000 | Solicitation advertised. Bid due date extended to December 4th. |
| **TOTAL** | **$3,194,824** | |

# QUESTIONS

# South Fulton Health and Human Service Center Feasibility Study and 10th Floor Udpates

# Under Construction

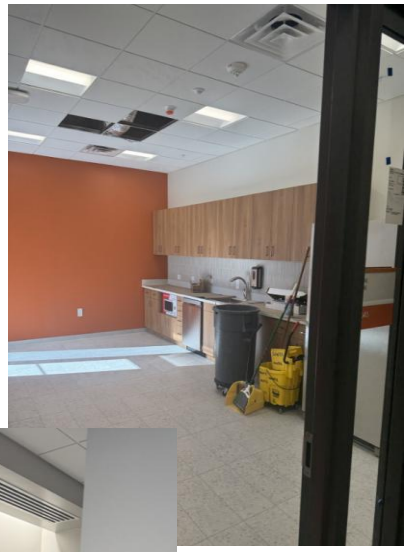
FULTON COUNTY

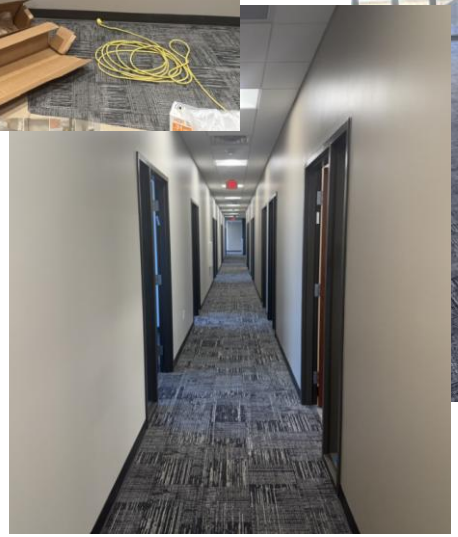
# 10th Floor of Government Center Update

## Invitation for a tour of the progress









FULTON COUNTY

# QUESTIONS

# Finance and Purchasing

# COVID 19 Reserve & ARPA Spend Update

# ARPA Reporting

**Fulton County Government**
**American Rescue Plan Report as of 11/14/2025**

| Project/Initiative | Budget Amount | Approved by the BOC | Contracted (Y/N) | Encumbrance | Expenditure | Difference | Comment | Active or Closed |
|---|---|---|---|---|---|---|---|---|
| Behavioral Health Crisis Center | 16.1 | Yes | Yes | 0.0 | 16.07 | - | Remaining purchase orders of $38.2k | Active |
| Developmental Disabilities Training Center | 5.3 | Yes | Yes | 0.9 | 4.34 | - | In progress | Active |
| Infrastructure Modernization (141 Pryor) | 31.6 | Yes | Yes | 20.3 | 11.25 | - | In progress | Active |
| Court Backlog Project - ORCA | 79.3 | Yes | Yes | 0.1 | 79.21 | (0.0) | Remaining purchase orders for services performed through 12/31/24 for Superior Court | Closed |
| Fulton Fresh 2025 and 2026 | 0.4 | Yes | Yes | 0.4 | - | - | Project encumbered. | Active |
| Living Assistance | 0.5 | Yes | Yes | 0.5 | - | - | Project encumbered. | Active |
| Tiny Homes | 1.5 | Yes | Yes | - | 1.50 | - | In progress | Active |
| IT Virtual Support -Cloud Based ERP | 9.7 | Yes | Yes | 4.4 | 5.27 | - | In progress | Active |
| IT Virtual Support - Cybersecurity Betterment | 1.7 | Yes | Yes | - | 1.73 | - | In progress | Active |

FULTON COUNTY

# Financial/Performance Measures Update

# Monthly Financial Report

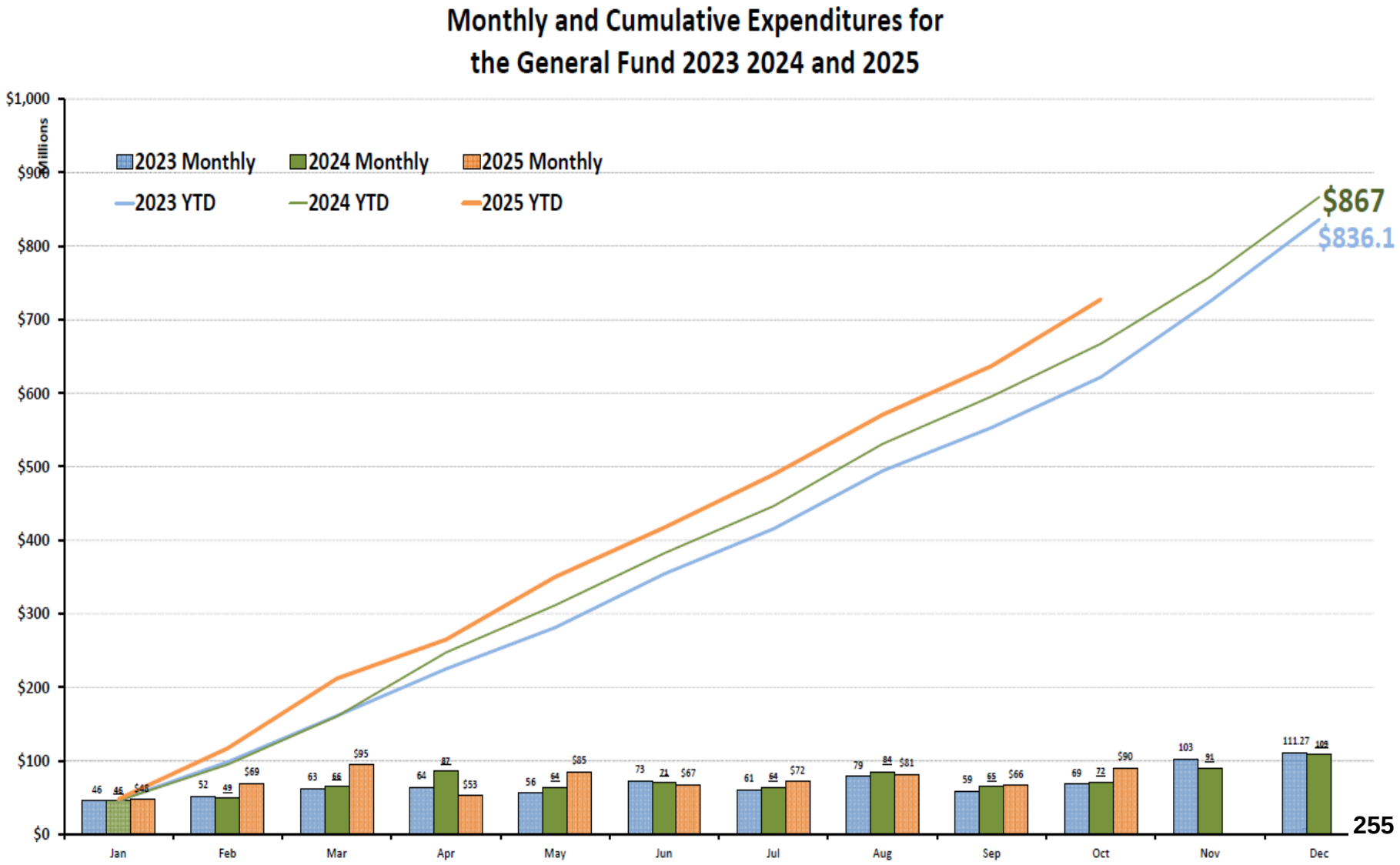
## General Fund Expenditure Analysis 2024 vs 2025 -October

| | | 2024 | | | 2025 | | | |
|---|---|---|---|---|---|---|---|---|
| | | A | B | A/B | C | D | C/D | (C/D)-(A/B) |
| Department | | YTD 2024 Exp | 2024 -Budget | % | YTD 2025 Exp | 2025 Budget | % | % Change |
| Arts & Culture | 181 | $ 3,892,218 | $ 7,831,578 | 50% | $ 4,536,179 | $ 7,890,729 | 57% | 8% |
| Behavioral Health | 755 | $ 8,752,562 | $ 18,607,401 | 47% | $ 14,202,584 | $ 21,355,052 | 67% | 19% |
| Board of Health | 750 | $ 9,091,304 | $ 11,150,587 | 82% | $ 8,998,189 | $ 11,050,000 | 81% | 0% |
| Child Attorney | 237 | $ 3,097,948 | $ 3,907,114 | 79% | $ 3,341,365 | $ 4,047,086 | 83% | 3% |
| Commission Districts | 101 | 3,095,432 | 4,429,761 | 70% | $ 3,761,991 | $ 5,137,749 | 73% | 3% |
| Community Development | 121 | 6,235,052 | 11,465,880 | 54% | $ 7,803,923 | $ 10,464,145 | 75% | 20% |
| County Attorney | 235 | 4,224,995 | 5,069,994 | 83% | $ 4,655,910 | $ 5,587,092 | 83% | 0% |
| County Comm Clerk | 110 | 1,093,784 | 1,410,664 | 78% | $ 1,137,391 | $ 1,398,473 | 81% | 4% |
| County Manager | 118 | 2,809,935 | 4,058,114 | 69% | $ 3,268,328 | $ 4,314,184 | 76% | 7% |
| County Marshal | 419 | 5,729,787 | 7,769,055 | 74% | $ 6,877,235 | $ 8,280,058 | 83% | 9% |
| District Attorney | 480 | 28,350,631 | 37,046,261 | 77% | $ 31,547,125 | $ 40,320,411 | 78% | 2% |
| Diversity and Civil Rights | 186 | 1,162,441 | 1,677,587 | 69% | $ 1,221,010 | $ 1,695,603 | 72% | 3% |
| DREAM | 520 | 31,212,614 | 41,474,580 | 75% | $ 37,314,309 | $ 45,649,766 | 82% | 6% |
| Economic Development | 120 | 992,269 | 1,410,872 | 70% | $ 1,286,525 | $ 1,524,606 | 84% | 14% |
| Emergency Management | 335 | 1,024,571 | 1,561,655 | 66% | $ 1,641,032 | $ 2,140,674 | 77% | 11% |
| Emergency Services | 333 | 2,792,158 | 3,418,235 | 82% | $ 2,759,555 | $ 3,513,911 | 79% | -3% |
| External Affairs | 130 | 2,089,641 | 2,821,515 | 74% | $ 2,340,433 | $ 3,036,962 | 77% | 3% |
| Family & Children's Services | 620 | 865,909 | 1,684,840 | 51% | $ 1,389,623 | $ 1,684,840 | 82% | 31% |
| Finance | 210 | 5,227,169 | 7,916,858 | 66% | $ 5,878,546 | $ 8,383,491 | 70% | 4% |
| Grady Hospital | 730 | 42,049,296 | 50,601,313 | 83% | $ 43,042,434 | $ 51,535,540 | 84% | 0% |
| HIV Elimination | 270 | 96,436 | 140,909 | 68% | $ 122,983 | $ 179,910 | 68% | 0% |
| Human Resources | 215 | 4,524,591 | 6,340,229 | 71% | $ 4,713,804 | $ 6,270,385 | 75% | 4% |
| Information Technology | 220 | 28,923,174 | 38,309,838 | 75% | $ 36,417,983 | $ 44,314,454 | 82% | 7% |
| Juvenile Court | 405 | 13,100,402 | 16,904,608 | 77% | $ 15,809,310 | $ 18,850,477 | 84% | 6% |
| Library | 650 | 23,399,433 | 30,554,505 | 77% | $ 25,822,639 | $ 31,557,685 | 82% | 5% |
| Magistrate Court | 422 | 3,588,523 | 4,824,167 | 74% | $ 4,125,496 | $ 5,445,698 | 76% | 1% |
| Medical Examiner | 340 | 4,878,519 | 6,608,673 | 74% | $ 5,569,386 | $ 6,897,101 | 81% | 7% |
| Non-Agency | 999 | 122,730,686 | 228,773,167 | 54% | $ 122,783,323 | $ 240,066,447 | 51% | -3% |
| Office of the County Auditor | 119 | 1,104,320 | 1,453,528 | 76% | $ 1,266,310 | $ 1,633,708 | 78% | 2% |
| Police | 320 | 9,715,571 | 12,975,507 | 75% | $ 11,648,757 | $ 14,275,154 | 82% | 7% |
| Probate Court | 410 | 4,341,688 | 5,814,691 | 75% | $ 5,161,293 | $ 6,531,603 | 79% | 4% |
| Public Defender | 490 | 21,748,428 | 26,837,287 | 81% | $ 23,787,919 | $ 28,001,576 | 85% | 4% |
| Public Works | 540 | 375,000 | 500,000 | 75% | $ 416,667 | $ 500,000 | 83% | 8% |
| Purchasing | 230 | 3,409,132 | 4,871,926 | 70% | $ 4,055,774 | $ 5,257,453 | 77% | 7% |
| Regis & Elect | 265 | 22,059,900 | 39,181,842 | 56% | $ 12,236,645 | $ 22,408,078 | 55% | -2% |
| Senior Services | 183 | 20,162,412 | 28,408,575 | 71% | $ 23,003,768 | $ 30,286,934 | 76% | 5% |
| Sheriff | 330 | 122,519,478 | 147,964,724 | 83% | $ 134,615,330 | $ 154,336,661 | 87% | 4% |
| State Court-All Judges | 421 | 5,206,687 | 6,900,659 | 75% | $ 5,817,468 | $ 7,181,411 | 81% | 6% |
| State Court-General | 420 | 6,787,688 | 8,969,732 | 76% | $ 7,265,499 | $ 8,981,702 | 81% | 5% |
| State Court-Solicitor | 400 | 9,706,277 | 13,040,495 | 74% | $ 10,990,429 | $ 13,309,975 | 83% | 8% |
| Superior Court-All judges | 451 | 8,043,979 | 9,824,079 | 82% | $ 8,705,815 | $ 10,495,477 | 83% | 1% |
| Superior Court-Clerk | 470 | 18,029,467 | 23,373,956 | 77% | $ 19,517,914 | $ 23,670,563 | 82% | 5% |
| Superior Court-General | 450 | 19,366,731 | 25,026,337 | 77% | $ 22,239,351 | $ 27,055,258 | 82% | 5% |
| Tax Assessor | 240 | 14,571,165 | 21,943,164 | 66% | $ 17,648,695 | $ 23,022,579 | 77% | 10% |
| Tax Commissioner | 245 | 14,994,511 | 19,253,694 | 78% | $ 16,832,220 | $ 20,232,324 | 83% | 5% |
| **Grand Total** | | **$ 667,173,913** | $ 954,110,157 | 70% | $ 727,578,463 | **$ 989,772,985** | 74% | 3.6% |

| C/D Color Legend |
|---|
| 83% of the Year (Oct) |

FULTON COUNTY

# Monthly Financial Report



# Monthly Financial Report

## General Fund Summary

### Personnel Vacancy Analysis 2025 -October- Full Time Permanent Positions

| Department | FY25 YTD Expense | FY25 Budget | Personnel Count and Vacancies / Full Time Permanent 2025 Perm. Pos. | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Oct | Nov | Dec | Avg. Vac.TD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Commission Districts | 3,480,093 | 4,498,287 | 28 | 8 | 3 | 3 | 3 | 4 | 4 | 5 | 5 | 5 | 5 | | | 18% |
| County Comm Clerk | 900,554 | 1,079,474 | 8 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0% |
| County Manager | 3,172,098 | 3,752,778 | 21 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 1 | | | 5% |
| County Auditor | 1,155,174 | 1,493,541 | 9 | 0 | 0 | 1 | 1 | 1 | 2 | 3 | 3 | 2 | 2 | | | 22% |
| Community Development | 2,524,850 | 3,000,729 | 24 | 4 | 1 | 1 | 1 | 1 | 1 | 0 | 0 | 2 | 2 | | | 8% |
| External Affairs | 1,818,044 | 2,191,764 | 18 | 2 | 3 | 3 | 3 | 3 | 2 | 1 | 1 | 1 | 1 | | | 6% |
| Arts & Culture | 2,638,924 | 3,141,700 | 29 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0% |
| Senior Services | 8,404,203 | 10,297,400 | 112 | 8 | 5 | 4 | 5 | 5 | 3 | 3 | 3 | 6 | 7 | | | 6% |
| Diversity and Civil Rights | 1,073,864 | 1,402,516 | 13 | 1 | 3 | 3 | 3 | 3 | 3 | 1 | 1 | 0 | 0 | | | 0% |
| Finance | 5,557,142 | 7,183,605 | 62 | 5 | 5 | 6 | 7 | 9 | 8 | 8 | 8 | 9 | 10 | | | 16% |
| Human Resources | 4,231,441 | 5,147,778 | 43 | 3 | 3 | 4 | 4 | 4 | 4 | 3 | 3 | 3 | 3 | | | 7% |
| IT | 13,935,968 | 17,474,352 | 121 | 21 | 22 | 22 | 21 | 21 | 22 | 11 | 11 | 14 | 15 | | | 12% |
| Purchasing | 3,655,458 | 4,293,781 | 37 | 3 | 4 | 4 | 3 | 2 | 2 | 2 | 2 | 2 | 2 | | | 5% |
| Child Attorney | 3,246,033 | 3,870,135 | 23 | 1 | 1 | 1 | 1 | 0 | 0 | 1 | 1 | 2 | 2 | | | 9% |
| Tax Assessor | 14,010,564 | 17,467,099 | 190 | 15 | 20 | 18 | 19 | 19 | 20 | 22 | 22 | 19 | 20 | | | 11% |
| Tax Commissioner | 14,098,002 | 16,328,824 | 190 | 6 | 4 | 5 | 6 | 9 | 12 | 13 | 13 | 3 | 2 | | | 1% |
| Regis & Elect | 4,527,021 | 5,825,214 | 41 | 5 | 3 | 4 | 2 | 2 | 1 | 3 | 3 | 5 | 4 | | | 10% |
| HIV Elimination | 121,867 | 171,910 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | | | 100% |
| Police | 5,974,205 | 7,156,940 | 67 | 7 | 7 | 6 | 5 | 6 | 5 | 5 | 5 | 6 | 4 | | | 6% |
| Sheriff | 80,436,964 | 92,831,856 | 948 | 152 | 140 | 127 | 128 | 116 | 120 | 133 | 133 | 136 | 149 | | | 16% |
| Emergency Services | 1,328,911 | 1,622,266 | 15 | 0 | 0 | 1 | 1 | 2 | 3 | 4 | 4 | 0 | 5 | | | 33% |
| Emergency Management | 1,131,923 | 1,376,464 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0% |
| Medical Examiner | 4,885,224 | 5,775,976 | 44 | 2 | 2 | 3 | 3 | 2 | 2 | 1 | 1 | 1 | 1 | | | 2% |
| State Court-Solicitor | 10,400,940 | 12,327,918 | 104 | 11 | 14 | 15 | 7 | 8 | 7 | 14 | 14 | 5 | 5 | | | 5% |
| Juvenile Court | 14,501,726 | 17,217,773 | 160 | 18 | 15 | 15 | 13 | 11 | 9 | 16 | 16 | 15 | 14 | | | 9% |
| Probate Court | 4,563,820 | 5,759,900 | 53 | 2 | 3 | 4 | 5 | 6 | 6 | 6 | 6 | 5 | 4 | | | 8% |
| County Marshal | 6,217,725 | 7,453,842 | 72 | 5 | 5 | 6 | 4 | 4 | 3 | 4 | 4 | 4 | 3 | | | 4% |
| State Court-General | 6,154,869 | 7,393,249 | 66 | 3 | 4 | 4 | 5 | 4 | 4 | 4 | 4 | 5 | 6 | | | 9% |
| State Court-All Judges | 5,608,226 | 6,780,680 | 40 | 2 | 2 | 3 | 3 | 1 | 1 | 0 | 0 | 0 | 0 | | | 0% |
| Magistrate Court | 3,927,685 | 4,819,675 | 20 | 0 | 1 | 1 | 1 | 1 | 2 | 3 | 3 | 1 | 1 | | | 5% |
| Superior Court-General | 17,996,938 | 21,496,542 | 206 | 12 | 12 | 13 | 16 | 21 | 20 | 18 | 18 | 15 | 10 | | | 5% |
| Superior Court-Alljudges | 8,277,638 | 9,813,706 | 80 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0% |
| Superior Court-Clerk | 16,822,436 | 20,174,636 | 208 | 20 | 23 | 22 | 22 | 20 | 22 | 25 | 25 | 19 | 17 | | | 8% |
| District Attorney | 28,603,301 | 34,387,833 | 264 | 21 | 24 | 17 | 15 | 17 | 20 | 12 | 12 | 12 | 14 | | | 5% |
| Public Defender | 21,747,984 | 25,281,304 | 162 | 6 | 5 | 5 | 7 | 3 | 3 | 3 | 3 | 3 | 1 | | | 1% |
| DREAM | 12,575,287 | 15,286,658 | 180 | 23 | 27 | 26 | 28 | 26 | 30 | 26 | 26 | 23 | 23 | | | 13% |
| Library | 20,695,078 | 25,036,510 | 295 | 40 | 40 | 29 | 32 | 34 | 30 | 25 | 25 | 13 | 16 | | | 5% |
| Behavioral Health | 3,027,260 | 3,991,491 | 56 | 17 | 21 | 22 | 18 | 18 | 15 | 15 | 15 | 15 | 14 | | | 25% |
| Non-Agency | 57,255,120 | 70,370,993 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | #DIV/0! |
| Economic Development | 930,982 | 1,096,712 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0% |
| **Grand Total** | $ 421,615,544 | $ 506,073,809 | 4025 | 426 | 424 | 398 | 392 | 383 | 387 | 390 | 390 | 353 | 364 | | | 9% |

*Vacant positions in the County's HR system as of 11/1/2025. Does not include an internal department reconciliation of positions which may include active job offers, FMLA, military leave and other off-payroll positions.

# QUESTIONS

# Monthly Emergency Purchase Orders & Monthly CM Contract Approval

# EMERGENCY PURCHASE ORDERS AND CONTRACTS

| FULTON COUNTY EMERGENCY PROCUREMENTS 10/9/2025 – 11/13/2025 | | | | |
|---|---|---|---|---|
| Date | Description of Emergency | Department/ User Agency | Contractor/Vendor Name | Amount |
| 10/9/2025 | Emergency installation and repair of 108 cell doors at the Fulton County Jail | DREAM | Hawk Construction, LLC | $561,600.00 |
| 10/3/2025 | To provide Polygraph Services for sworn officer positions required for the recruitment of officers in response to the engagement with the Whall's Group, in compliance with Consent Decree requirements | Sheriff's Office | Byers Investigating Services, LLC, d/b/a Lancaster Polygraph | $120,000.00 |
| 10/31/2025 | Emergency repair of the locking control system at the Fulton County Jail | DREAM | Cornerstone Detention Products, Inc | $11,398.79 |
| 11/4/2025 | Emergency replacement of three (3) kitchen exhaust hoods at the Dorothy Benson Multipurpose Senior Center | DREAM | Complete Contracting Partners, LLC | $22,445.56 |
| 11/4/2025 | Emergency replacement of a 6-inch water main at the Fulton County Jail | DREAM | Complete Contracting Partners, LLC | $145,908.09 |
| 11/12/2025 | Emergency repair and/or replacement of twelve (12) hollow metal fire doors and associated hardware at the Fulton County Jail | DREAM | Hawk Construction, LLC | $142,360.76 |
| 11/13/2025 | Emergency installation of three (3) new Muffin Monsters serving the jail's Medical Observation Unit (MOU) at the Fulton County Jail | $231,124.03 | Complete Contracting Partners, LLC | $231,124.03 |

# County Manager Contract Approvals Less Than $100K

| DATE | CONTRACTOR/VENDOR NAME | CONTRACT PURPOSE | DEPARTMENT | AMOUNT |
|---|---|---|---|---|
| 10/9/2025 | FRANKLIN COVEY CLIENT SALES, INC. | Executive Coaching Sessions | Human Resources | $32,845.00 |
| 10/24/2025 | PRESIDIO NETWORKED SOLUTIONS, LLC | Jail Cell Phone Assessment | Information Techno | $90,000.00 |
| 10/30/2025 | GEORGIA HEALTH POLICY CENTER | Coordination of HIV Prevention and care activities | HIV Elimination | $50,000.00 |
| 11/3/2025 | CANVA US, INC. | Fulton County Canva Subscription Agreement | Information Techno | $51,224.00 |
| 11/4/2025 | KETOS, INC. | Online Water Quality Monitoring System | Public Works | $99,600.00 |
| 11/7/2024 | UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC. | Fulton County Senior Survey | Senior Services | $22,750.00 |

# QUESTIONS

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0872 **Meeting Date:** 11/19/2025

### Department
Finance

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of the FY2026 Proposed Operating Budget.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
For information purposes only

### 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's proposed operating budget for 2026 will be presented on November 19, 2025. The Administration finalized the proposed budget documents and provided the proposed budget material to the Board of Commissioners and public on November 15, 2025.

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0873 **Meeting Date:** 11/19/2025

### Department
Finance

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution of Fulton County, Georgia (the "County") hereinafter referred to as the "Pricing Resolution" relating to the issuance of its Water and Sewerage Revenue Refunding Bonds, Series 2025 (the "Series 2025 Bonds"), supplementing and amending that certain Parity Bond Resolution adopted by the Board of Commissioners of Fulton County (the "Board of Commissioners") on September 17, 2025 (the "Series 2025 Parity Bond Resolution"), which Series 2025 Parity Bond Resolution supplemented and amended that certain Amended and Restated Master Bond Resolution adopted by the Board of Commissioners on June 17, 1998 (the "Master Bond Resolution"); confirming and approving the pricing terms and results of the competitive sale relating to the Series 2025 Bonds; ratifying and approving the preparation, distribution and use of a Preliminary Official Statement and a Final Official Statement relating to the Series 2025 Bonds; providing for the execution and delivery of a Continuing Disclosure Certificate; providing for incidental action; and for other purposes.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Section 1.150-2 Treasury Regulations, 26 CFR § 1.150-2.

### Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
Open and Responsible Government

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

### Is this a purchasing item?
No

### Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action*

*that gives an overview of the relevant details for the item.)*

**Scope of Work:** The Board of Commissioners approved Agenda item 25-0713, September 17, 2025 to authorize the issuance of a 2025 Water and Sewerage System Revenue Refunding Bond (Series 2025), to refinance the existing 2013 Water and Sewerage Revenue Refunding bond in order to take advantageous of lower interest rates and amend other bond provisions related to this refinancing. Refinancing the 2013 Water and Sewerage System bonds will save approximately $17 million in present value cost savings in interest and releases funds from the 2013 bond debt service reserve into the System's renewal and replacement capital fund, as was contemplated in the 2025 rate study assumptions. The requested refinancing was validated in Superior Court on October 28, 2025.

**Community Impact:** Lower future debt service costs.

**Department Recommendation:** Recommends approval and acceptance of bid.

**Project Implications:** Lower debt service costs for Water and Sewerage System customers

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

## Fiscal Impact / Funding Source

**Funding Line 1:**

2013 Water and Sewer debt service fund 270, with new 2025 Water and Sewerage bond debt service fund 273

**SUPPLEMENTAL (SERIES 2025 REVENUE REFUNDING) PARITY BOND RESOLUTION**

A RESOLUTION OF FULTON COUNTY, GEORGIA (THE "COUNTY") HEREINAFTER REFERRED TO AS THE "PRICING RESOLUTION" RELATING TO THE ISSUANCE OF ITS WATER AND SEWERAGE REVENUE REFUNDING BONDS, SERIES 2025 (THE "SERIES 2025 BONDS"), SUPPLEMENTING AND AMENDING THAT CERTAIN PARITY BOND RESOLUTION ADOPTED BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY (THE "BOARD OF COMMISSIONERS") ON SEPTEMBER 17, 2025 (THE "SERIES 2025 PARITY BOND RESOLUTION"), WHICH SERIES 2025 PARITY BOND RESOLUTION SUPPLEMENTED AND AMENDED THAT CERTAIN AMENDED AND RESTATED MASTER BOND RESOLUTION ADOPTED BY THE BOARD OF COMMISSIONERS ON JUNE 17, 1998 (THE "MASTER BOND RESOLUTION"); CONFIRMING AND APPROVING THE PRICING TERMS AND RESULTS OF THE COMPETITIVE SALE RELATING TO THE SERIES 2025 BONDS; RATIFYING AND APPROVING THE PREPARATION, DISTRIBUTION AND USE OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT RELATING TO THE SERIES 2025 BONDS; PROVIDING FOR THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; PROVIDING FOR INCIDENTAL ACTION; AND FOR OTHER PURPOSES.

Adopted on November 19, 2025

**WHEREAS**, Fulton County, Georgia (the "County") owns and operates a water and sewerage system (the "System"); and

**WHEREAS,** the Board of Commissioners of Fulton County (the "Board of Commissioners") has heretofore adopted, on June 17, 1998, that certain Amended and Restated Master Bond Resolution (the "Original Master Bond Resolution"), as previously supplemented and amended from time to time, including, without limitation, as supplemented and amended by, among others, that certain (Series 2013) Parity Bond Resolution adopted by the Board of Commissioners on March 6, 2013 (the "Series 2013 Parity Bond Resolution), and that certain (Series 2020) Parity Bond Resolution adopted by the Board of Commissioners on March 18, 2020 (the "Series 2020A/B Bond Resolution," and together with the Series 2013 Parity Bond Resolution and the Original Master Bond Resolution, as supplemented and amended by the various pricing resolutions in respect thereof, are collectively, the "Master Bond Resolution"); and

**WHEREAS**, the Board of Commissioners has further supplemented and amended the Master Bond Resolution by the adoption, on September 17, 2025, of that certain (Series 2025 Revenue Refunding) Parity Bond Resolution (the "Series 2025 Parity Bond Resolution")(as supplemented by this Resolution), which, among other things, authorized the issuance and delivery of the County's Water and Sewerage Revenue Refunding Bonds, Series 2025 (the "Series 2025 Bonds"), in one or more series, in the aggregate principal amount of not to exceed

$225,000,000 for the purpose of, among other things, refunding all of the County's remaining Outstanding Water and Sewerage Revenue Refunding Bonds, Series 2013 Bonds (the "Series 2013 Bonds"); and

**WHEREAS**, the Series 2025 Parity Bond Resolution authorized, and the Board of Commissioners hereby affirms, ratifies and approves, in all respects, among other things: (a) the preparation, use and distribution of a preliminary official statement relating to the Series 2025 Bonds (the "Preliminary Official Statement"); (b) the preparation, use and distribution of the Notice of Sale relating to the Series 2025 Bonds (the "Notice of Sale"); and (c) the execution and delivery of a certificate deeming final the Preliminary Official Statement for purposes of Rule 15c12-12 in connection with the sale and issuance of the Series 2025 Bonds; and

**WHEREAS**, the Board of Commissioners has determined that it is in the best interest of the County to approve the sale of the Series 2025 Bonds to the purchaser(s) and on the terms, including the final aggregate principal amount of, the interest rate on, and the final maturities and/or the redemption provisions, relating to such Series 2025 Bonds as provided on **Schedule I** attached hereto, which amounts and terms (including the final aggregate amount of the principal of the Series 2025 Bonds, the maximum annual amount of principal and interest thereon, and the interest rate thereon), are within the parameters set forth in the Series 2025 Parity Bond Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FULTON COUNTY, GEORGIA** , as follows:

**Section 1. Adoption of the Recitals; Approval of the Final Aggregate Principal Amount, Interest Rate, Maturity and/or Redemption Provisions for the Series 2025 Bonds**. The County hereby confirms, ratifies and approves the Recitals set forth above and in the Series 2025 Parity Bond Resolution as if such Recitals were set forth in this Section 1.

The County hereby further confirms, ratifies and approves the final aggregate principal amount of the Series 2025 Bonds, the interest rate(s) and the maturity date(s) applicable to such Series 2025 Bonds, the redemption provisions, and the other terms and conditions in respect thereof, all as set forth on **Schedule I** attached. The County further confirms that the amounts and terms (including the final, initial aggregate amount of the principal of the Series 2025 Bonds, the maximum annual amount of principal and interest on the Series 2025 Bonds, and the interest rate(s) on the Series 2025 Bonds) are within the parameters approved by the County in the Parity Bond Resolution.

**Section 2. Definitions**. Other than as set forth in this Section 2, all capitalized, undefined terms used herein shall have the meanings ascribed to them in the Master Bond Resolution.

**Section 3. Ratification and Incorporation**. Except as provided below, all terms and provisions of Article VI of the Master Bond Resolution are hereby ratified and incorporated herein.

**Section 4. Increase in Sinking Fund Obligation**. The County hereby acknowledges and agrees that the payments required to be made into the Sinking Fund as

provided in Section 602(2) of the Original Master Bond Resolution, including the Reserve Account therein (as and to the extent applicable), is hereby expanded to provide for payment of the principal of, redemption premium (if any) and interest on the Series 2025 Bonds as the same become due and payable (whether by maturity, scheduled mandatory redemption or otherwise). Without limiting the foregoing, the County agrees that there shall be deposited into the Sinking Fund from the Revenue Fund as provided in Section 602(2) of the Original Master Bond Resolution the following amounts: (i) commencing with the month of December 2025, through and including December 31, 2025, an amount equal to one-sixth (1/6th) of the remaining interest on the Bonds coming due on January 1, 2026; (ii) commencing with the month of December 2025, through and including December 31, 2025, an amount equal to one-sixth (1/6th) of the principal of the Bonds coming due on January 1, 2026 (inclusive of other amounts on deposit in the Sinking Fund and available for payment of principal amounts due on the Bonds); (iii) commencing with the month of January 2026, and from month to month thereafter, an amount equal to one-sixth (1/6th) of the interest on the Bonds coming due on the next succeeding January 1 or July 1, as the case may be; and (iv) commencing with the month of January 2026, and from month to month thereafter, an amount equal to one-twelfth (1/12th) of the principal coming due on the Bonds on the next succeeding January 1, such monthly payments to continue from month to month thereafter until sufficient moneys are on hand in the Sinking Fund and the Reserve Account to pay all Outstanding Bonds at their respective maturities and the interest which will become due and payable thereon; provided, however, in any event, the payments into the Sinking Fund at all times shall be sufficient and timely to pay principal of and interest on its Water and Sewerage Revenue Bonds, Series 2020A (the "Series 2020A Bonds"), its Water and Sewerage Revenue Refunding Bonds, Series 2020B (the "Series 2020B Bonds"), the Series 2025 Bonds, and any Additional Parity Bonds which may be outstanding from time to time when due and payable (whether by maturity, scheduled mandatory redemption or otherwise).

**Section 5.** **No Reserve Requirement; No Reserve Account**. The Reserve Requirement in respect of the Series 2025 Bonds shall initially be $0, and notwithstanding the provisions of the Series 2025 Parity Bond Resolution or the Bond Resolution, there shall not be a subaccount established or operative in the Reserve Account relating to the Series 2025 Bonds. For purposes of clarification and to avoid doubt, the Series 2025 Bonds shall not be secured by the Reserve Account or any subaccount established therein. Notwithstanding the foregoing, as, if and to the extent the County determines to establish a Reserve Requirement for the Series 2025 Bonds, the County may satisfy the Reserve Requirement with cash or replace a cash-funded subaccount of the Reserve Account with respect to the Series 2025 Bonds by the deposit of a surety bond, insurance policy or letter of credit (i) provided by a Reserve Account credit instrument issuer having a rating at the time of issuance of such surety bond, insurance policy or letter of credit that is equal to or better than the underlying rating on the Bonds, and (ii) that otherwise satisfies the requirements contained in Master Bond Resolution. As provided in the Master Bond Resolution, if (a) the issuer of a Reserve Account credit instrument becomes insolvent or (b) the issuer of a Reserve Account credit instrument defaults in its payment obligations thereunder, or (c) the claims-paying ability of the issuer of the Reserve Account credit instrument fails to be rated at least “A” by S&P, Moody’s or Fitch, the obligation of the County to reimburse the issuer of the Reserve Account credit instrument shall be subordinate to the cash replenishment of the Reserve Account.

**Section 6.** **Variable Rate Bonds**. The purchasers of the Series 2025 Bonds and each bondholder, in respect of the Series 2025 Bonds, by purchasing such Series 2025 Bonds, hereby covenants, acknowledges, consents and agrees, for themselves and their respective successors and assigns, that Section 608(i)(c) and Section 611(a) of the Master Bond Resolution have been deleted and are no longer of any force or effect. Accordingly, the County shall not be required to provide a Credit Facility to provide liquidity for Variable Rate Bonds, and, if the County elects to provide a Credit Facility, the Credit Provider is not required to have or maintain a minimum rating. All resolutions adopted in connection with the issuance of Additional Parity Bonds shall contain this provision. Furthermore, all purchasers of Additional Parity Bonds shall be deemed to have consented to this provision in connection with their purchase of such Additional Parity Bonds.

**Section 7.** **Application of Proceeds from the Series 2025 Bonds**. Pursuant to the provisions of the Parity Bond Resolution and this Pricing Resolution, the County shall cause the proceeds of the Series 2025 Bonds to be applied as follows:

(a) The net proceeds of the Series 2025 Bonds (as set forth in **Schedule I**) shall be deposited into the Escrow Fund held by U.S. Bank Trust, National Association (acting in its capacity as "Escrow Agent") and established under the Escrow Agreement authorized in the Series 2025 Parity Bond Resolution, and applied by the Escrow Agent to the payment of the Redemption Price in respect of the Series 2013 Bonds on the Redemption Date set forth in such Escrow Agreement.

(b) The remainder of the net proceeds of the Series 2025 Bonds (as set forth in **Schedule I**) shall be deposited into the Series 2025 Costs of Issuance Fund established pursuant to the provisions of the Series 2025 Parity Bond Resolution, and applied by the County to the payment of the costs of issuance relating to the Series 2025 Bonds to the parties entitled thereto.

The proper officers of the County are hereby authorized to execute and deliver any and all agreements, documents, certificates or instruments deemed necessary or appropriate by the County or its counsel in order to give effect to the foregoing provisions relating to the application of the proceeds of the Series 2025 Bonds and the refunding of the Series 2013 Bonds.

**Section 8.** **General Authority**. It is hereby ratified and approved that the Chairman of the Board of Commissioners of the County (the "Chairman") or Vice Chairman of the Board of Commissioners of the County (the "Vice Chairman"), the County Manager, the Chief Financial Officer, and any other proper officers, members, agents and employees of the County (the "Authorized County Officers") hereby are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Pricing Resolution, and further are authorized to take any and all further actions and execute and deliver any and all other instruments, certificates, papers and documents as may be necessary or desirable to effect the actions contemplated by this Pricing Resolution. Such other instruments, certificates, papers and documents shall be in such form and contain such terms and conditions as may be approved by the Chairman, Vice Chairman or the County Manager, and the execution of such other instruments, certificates, papers and documents by the Chairman, the Vice Chairman, the County Manager, the Chief Financial Officer or other

Authorized County Officers as herein authorized shall be conclusive evidence of any such approval. The Clerk of the Board of Commissioners of the County (the "Clerk") is hereby authorized to attest the signature of the Chairman and the Vice Chairman of the County and impress, imprint or otherwise affix the seal of the County on any of the instruments, certificates, papers and documents executed in connection with this Pricing Resolution, but shall not be obligated to do so, and the absence of the signature of the Clerk or the County's seal on any such other instruments, certificates, papers and documents shall not affect the validity or enforceability of the County's obligations thereunder.

**Section 9.** **Ratification and Approval of Documents**. The use and distribution of the Preliminary Official Statement in the form of **Exhibit A** attached hereto, and the execution of the certificate of the County deeming final the Preliminary Official Statement for purposes of Rule 15c2-12, are hereby ratified, confirmed, and approved in all respects. The execution and delivery by the Chairman or Vice Chairman of the County, of a final official statement with respect to the Series 2025 Bonds in the form of the Preliminary Official Statement (inclusive of the terms and conditions set forth in **Schedule I** attached hereto), with such other changes, modifications, insertions and deletions thereto as the Chairman or Vice Chairman of the County may approve (the "**Official Statement**") shall be and is hereby authorized, confirmed and approved. The execution and delivery by the Chairman or Vice Chairman of the County of a Continuing Disclosure Certificate in form of **Exhibit B** attached hereto is hereby ratified, confirmed, and approved in all respects. The execution of the Official Statement and the Continuing Disclosure Certificate by the Chairman or Vice Chairman of the County, as hereby authorized, shall be conclusive evidence of the foregoing approvals.

**Section 10.** **Actions Approved and Confirmed**. It is hereby ratified and approved that all acts and doings of the officers, employees or agents of the County whether done before, on or after the date of adoption of this Pricing Resolution which are in conformity with the purposes and intents of this Pricing Resolution, the Parity Bond Resolution and the Master Bond Resolution shall be, and the same hereby are, in all respects approved, ratified and confirmed, including, without limitation, the execution and delivery of any and all other documents, agreements, instruments and certificates necessary or appropriate to the consummation of the transactions contemplated in this Pricing Resolution (including, without limitation, the preparation, use and distribution of the Notice of Sale).

**Section 11.** **Book-Entry Only System**. The Depository Trust Company ("DTC"), New York, NY, will initially act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2025 Bond certificate will be issued for each maturity of the Series 2025 Bonds (as set forth on the inside front cover of the Preliminary Official Statement relating to the Series 2025 Bonds), each in the aggregate principal amount of such maturity and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of

Section 17A of the Securities Exchange Act of 1934 (the "Exchange Act"). DTC holds and provides asset servicing for U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants" and, together with the Direct Participants, the "Participants"). The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2025 Bond ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond Ordinance. For example, Beneficial Owners may wish to ascertain that

the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of the notices be provided directly to them.

Notwithstanding any provisions in this Pricing Resolution, the Parity Bond Resolution or the Master Bond Resolution to the contrary, so long as DTC is acting as securities depository with respect to the Series 2025 Bonds, redemption notices will be sent to DTC. If less than all of the Series 2025 Bonds within a series or maturity of a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series or maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Notwithstanding any provisions in this Pricing Resolution, the Parity Bond Resolution or the Master Bond Resolution to the contrary, so long as DTC is acting as securities depository with respect to the Series 2025 Bonds, principal, premium, if any, and interest payments on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Paying Agent on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the County, the Paying Agent, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest on the Series 2025 Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County and/or the Paying Agent (but solely from amounts made available to the Paying Agent from the County for such purpose), disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the County or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2025 Bond certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2025 Bond certificates will be delivered and registered in the name of the Beneficial Owners thereof.

Whenever during the term of the Series 2025 Bonds the beneficial ownership thereof is determined by a book entry at DTC, the requirements of this Pricing Resolution, the Parity Bond Resolution and the Master Bond Resolution (as the case may be) of holding, delivering or transferring Series 2025 Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

If at any time DTC ceases to hold the Series 2025 Bonds, all references herein to DTC will be of no further force or effect. If a book-entry system through DTC is discontinued and another book-entry system is not used, the County and the Paying Agent will execute a supplemental resolution to the extent necessary to accommodate delivery of definitive certificates.

Neither the County nor the Paying Agent will have any responsibility or obligation to any Participant, or any Beneficial Owner with respect to (a) the Series 2025 Bonds; (b) the accuracy of any records maintained by DTC or any Participant; (c) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal of and premium, if any, and interest on the Series 2025 Bonds; (d) the delivery or timeliness of delivery by DTC or any Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of the Bond Ordinance to be given to Beneficial Owners; or (e) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

**Section 12. No Public Benefit Conferred Subject to Systematic Verification Statute**. The adoption of this Pricing Resolution and the subsequent issuance of the Series 2025 Bonds to refund all of the remaining Outstanding Series 2013 Bonds in respect of the System will not constitute a "business loan" or confer any other "public benefit" within the meaning of Official Code of Georgia Annotated, Section 50-36-1; therefore, neither the participants in this transaction, nor their counsel, are subject to the Systematic Alien Verification provisions of such law.

**Section 13. Waiver of Performance Audit and Review**. The County hereby ratifies and confirms the publication of the requisite legal notice waiving the performance audit and performance review requirements of Section 36-82-100 of the Official Code of Georgia Annotated.

**Section 14. Severability of Invalid Provisions**. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

**Section 15. Conflicts**. All resolutions or parts thereof of the County in conflict with the provisions herein contained are, to the extent of such conflict, hereby amended, superseded and repealed; but solely as and to the extent of any such conflict.

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**Section 16.** **Effective Date**. This Pricing Resolution shall take effect immediately upon its adoption.

**ADOPTED** this 19th day of November, 2025.

**FULTON COUNTY, GEORGIA**

By: _____
Robert L. Pitts, Chairman

(SEAL)

ATTEST:

By: _____
Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

By:_____
Y. Soo Jo, County Attorney

## CLERK'S CERTIFICATE

The undersigned Clerk of the Board of Commissioners of Fulton County **DOES HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to its Water and Sewerage Revenue Refunding Bonds, Series 2025 (the "Series 2025 Bonds"), constitute a true and correct copy of the Pricing Resolution adopted November 19, 2025, by a majority of the commissioners of the County in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Pricing Resolution appears on record in the Minute Book of the Issuer which is in the undersigned's custody and control.

**WITNESS** my hand and seal of the Fulton County, Georgia, this the 19th day of November, 2025.

_____
Clerk
Board of Commissioners

(SEAL)

# SCHEDULE I

**Purchase Price and Net Proceeds of the Series 2025 Bonds, Terms and Conditions of the Series 2025 Bonds, including the Initial Aggregate Principal Amount, Interest Rate(s) and Other Pricing and Redemption Terms; Application of Bond Proceeds**

# EXHIBIT A

**Preliminary Official Statement**

**[To be Attached]**

# EXHIBIT B

## Continuing Disclosure Certificate

## [To be Attached]

**$195,675,000***
**FULTON COUNTY, GEORGIA**
**WATER AND SEWERAGE REVENUE REFUNDING BONDS,**
**SERIES 2025**

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## OFFICIAL NOTICE OF SALE

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The Fulton County, Georgia Water and Sewerage Revenue Refunding Bonds, Series 2025 (the "Series 2025 Bonds") are being offered for sale in accordance with this Official Notice of Sale. Bids for the purchase of the Series 2025 Bonds will be received on behalf of Fulton County, Georgia, electronically via the BiDCOMP/Parity® electronic bid submission system on November 19, 2025, until 10:00 a.m. local time in the City of Atlanta.

* Preliminary, subject to change.

**November 12, 2025**

**OFFICIAL NOTICE OF SALE**

**$195,675,000*
FULTON COUNTY, GEORGIA
WATER AND SEWERAGE REVENUE REFUNDING BONDS,
SERIES 2025**

Notice is given that all-or-none bids will be received by Fulton County, Georgia (the "County"), for the purchase of its $195,675,000* Water and Sewerage Revenue Refunding Bonds, Series 2025 (the "Series 2025 Bonds"). All bids must be submitted electronically via the BiDCOMP/Parity® electronic bid submission system ("Parity®") up to 10:00 a.m. local time in the City of Atlanta on November 19, 2025. To bid on the Series 2025 Bonds, a bidder must be a contracted customer of Parity®. Prospective bidders that do not have a contract with Parity® should call (212) 849-5021 to become a customer and to obtain a list of the bidding rules and procedures. For further information about Parity®, potential bidders may contact IHS Markit ("IHS") at 55 Water Street, New York, NY 10041 or (212) 849-5021. The use of Parity® shall be at the bidder's risk and expense, and the County shall have no liability with respect thereto. Only bids submitted through Parity® will be considered. To the extent any instructions or directions set forth on Parity® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. All capitalized terms used in this Official Notice of Sale and not otherwise defined herein will have the same meanings ascribed to such terms in the hereinafter defined Preliminary Official Statement.

THE BIDDING PROCESS, CURRENTLY SCHEDULED TO END NOVEMBER 19, 2025, AT 10:00 A.M. LOCAL TIME IN THE CITY OF ATLANTA, MAY BE CANCELLED OR POSTPONED AND ANY OTHER PROVISION OF THIS OFFICIAL NOTICE OF SALE MAY BE AMENDED BY THE COUNTY UPON NOTICE COMMUNICATED THROUGH THOMSON MUNICIPAL MARKET MONITOR. IF SUCH A POSTPONEMENT, CHANGE OR AMENDMENT OCCURS, BIDS WILL BE RECEIVED IN ACCORDANCE WITH THIS OFFICIAL NOTICE OF SALE, AS MODIFIED BY SUCH NOTICE.

**DETAILS REGARDING THE SERIES 2025 BONDS.**

The Series 2025 Bonds will be dated the date of their delivery. The County currently expects to issue the Series 2025 Bonds on or about December 11, 2025 (the "Closing Date").

*Description of the Series 2025 Bonds*. The Series 2025 Bonds are initially being issued as fully registered bonds, without coupons, in denominations of $5,000 or any integral multiple thereof and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial ownership interests in the Series 2025 Bonds will be made in book-entry form only, and purchasers will not receive physical delivery of bond certificates representing the beneficial ownership interests in the Series

* Preliminary; subject to change.

2025 Bonds so purchased. Payments of principal of, premium, if any, and interest on, any Series 2025 Bond will be made to Cede & Co., as nominee for DTC as registered owner of the Series 2025 Bonds, by U.S. Bank Trust Company, National Association, as bond registrar and paying agent, to be subsequently disbursed to the Beneficial Owners.

Interest on the Series 2025 Bonds is payable semiannually on January 1 and July 1 of each year, commencing July 1, 2026 (each such date, an "Interest Payment Date"). The Series 2025 Bonds will bear interest from the Interest Payment Date next preceding their date of authentication (except as provided in the Bond Resolution).

*Maturity*. The schedule of maturities and principal amounts shall be as follows:

**Initial Maturity Schedule**

| Maturity (January 1) * | Principal Amount* |
|---|---|
| 2027 | $1,555,000 |
| 2028 | 2,175,000 |
| 2029 | 23,575,000 |
| 2030 | 24,755,000 |
| 2031 | 25,990,000 |
| 2032 | 27,295,000 |
| 2033 | 28,650,000 |
| 2034 | 30,085,000 |
| 2035 | 31,595,000 |

*Adjustment to Principal Amount*. The aggregate principal amount and the principal amount of each maturity of the Series 2025 Bonds as described above are preliminary and subject to adjustment after the receipt and opening of sealed bids for their purchase as described below. The aggregate principal amount of the Series 2025 Bonds may be increased or decreased after the receipt and opening of sealed bids for their purchase in an amount determined by the County in its sole discretion not to exceed 10% of the aggregate principal amount shown above. The bid price paid by the winning bidder will be adjusted to reflect any adjustments in the principal amount of the Series 2025 Bonds. Such adjusted bid will reflect changes in the dollar amount of the underwriter's discount and original issue premium, but will not change the underwriter's discount percentage based on the bid price in the winning bid and the initial reoffering prices. The interest rate specified by the winning bidder for each maturity at the initial reoffering price will not change. The winning bidder may not withdraw its bid as a result of any changes made within these limits.

*Interest Rate*. Bidders must specify the interest rate of each maturity that the Series 2025 Bonds shall bear, provided that (a) no interest rate shall exceed 5% per annum or shall be less than 4% per annum and (b) each interest rate specified must be a multiple of $1/8^{th}$ or $1/20^{th}$ of one percent.

* Preliminary; subject to change.

## SUMMARY BIDDING PARAMETERS TABLE[1]

| INTEREST | | | PRICING | |
|---|---|---|---|---|
| Dated Date: | Closing Date | | Max. Aggregate Bid Price: | 118% |
| Closing Date*: | December 11, 2025 | | Min. Aggregate Bid Price: | 100% |
| Interest Payment Dates: | January 1 and July 1 | | | |
| First Interest Payment Date: | July 1, 2026 | | Max. Reoffering Price (each maturity): | None |
| Coupon Multiples: | 1/8th or 1/20th of one percent | | Min. Reoffering Price (each maturity): | 100% |
| Maximum allowable coupon: | 5.00% | | Maximum True Interest Cost: | 3.20% |
| Minimum allowable coupon: | 4.00% | | | |
| **PRINCIPAL** | | | **PROCEDURAL** | |
| Optional Redemption: | Not subject to optional redemption | | Sale Date and Time: | November 19, 2025 at 10:00 a.m. local time in the City of Atlanta |
| Term Bonds: | None | | Bid Submission: | Electronic bids through PARITY® only |
| Good Faith Deposit: | None | | All or None? | Yes |
| | | | Bid Award Method: | Lowest True Interest Cost |
| | | | Bid Confirmation: | Email confirmation |
| | | | Awarding of Bid: | On the Sale Date by the County |

**REDEMPTION PROVISIONS.**

The Series 2025 Bonds are not subject to redemption prior to maturity.

**AUTHORIZATION.**

The Series 2025 Bonds are being issued by the County in accordance with and pursuant to: (a) the Constitution of the State of Georgia of 1983; (b) the laws of the State, including the Revenue Bond Law (O.C.G.A. § 36-82-60 et seq.), as amended; and (c) the Amended and Restated Resolution adopted by the Board of Commissioners on June 17, 1998, as previously amended and supplemented (the "Master Bond Resolution"), and particularly as supplemented by that certain Parity Bond Resolution adopted by the Board of Commissioners on September 17, 2025 (the

[1] Certain of the bidding parameters or any other provision of this Official Notice of Sale may be amended by the Issuer upon notice communicated through Thomson Municipal Market Monitor. If such a change or amendment occurs, bids will be received in accordance with this Official Notice of Sale, as modified by such notice.

* Preliminary; subject to change.

"Series 2025 Parity Bond Resolution"), as supplemented by that certain Supplemental (Series 2025 Revenue Refunding) Parity Bond Resolution expected to be adopted by the Board of Commissioners on or about November 19, 2025 (the "Series 2025 Supplemental Pricing Resolution"). The Master Bond Resolution, the Series 2025 Parity Bond Resolution, and the Series 2025 Supplemental Pricing Resolution are collectively referred to herein as the "Bond Resolution."

**PURPOSE.**

The Series 2025 Bonds are being issued by the County for the purpose of, among other things: (a) refunding all or a portion of the Series 2013 Bonds; and (b) paying certain costs of issuance related to the Series 2025 Bonds.

**SECURITY FOR THE SERIES 2025 BONDS.**

The Series 2025 Bonds are special limited obligations of the County payable solely from and secured by a first priority pledge of, and lien on, the Net Revenues on a parity basis with the Outstanding Parity Bonds and any Additional Parity Bonds hereafter issued.

**RATINGS.**

Fitch Ratings, Inc. (“Fitch”), Moody's Ratings ("Moody's") and S&P Global Ratings ("S&P," and together with Fitch and Moody's, the "Rating Agencies") have assigned ratings of “AA,” "Aa2" and "AA," respectively, to the Series 2025 Bonds.

The ratings, including any related outlook with respect to potential changes in such ratings, reflect only the respective views of the Rating Agencies, and an explanation of the significance of such ratings may be obtained from the Rating Agencies furnishing the ratings. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies, and assumptions of its own. There is no assurance that such ratings will remain unchanged for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agency furnishing the same, if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings or other actions by the Rating Agencies or either of them, may have an adverse effect on the liquidity and/or market price of the affected Series 2025 Bonds. The County has not undertaken any responsibility to oppose any such revision, suspension or withdrawal.

**CONTINUING DISCLOSURE.**

In order to assist the Purchaser in complying with paragraph (b)(5) of the Rule, simultaneously with the issuance of the Series 2025 Bonds, the County will deliver the Continuing Disclosure Certificate for the benefit of the holders of the Series 2025 Bonds, substantially in the form attached to the Preliminary Official Statement as "APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE." The County, as an "obligated person" under the Rule, will undertake in the Continuing Disclosure Certificate to provide: (a) certain financial information and operating data relating to the County and the Series 2025 Bonds in each year (the "Annual Report"); and (b) notice of the occurrence of certain enumerated events (each, a "Listed Event Notice"). The Annual Report and each Listed Event Notice, if applicable, will be filed by the County, or on behalf of the County, on EMMA, which the SEC designated as the official

repository for municipal securities disclosures. The specific nature and timing of the filing of the Annual Report and each Listed Event Notice, and other details of the County's undertaking are more fully described in "APPENDIX C - FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached to the Preliminary Official Statement.

**ESTABLISHMENT OF ISSUE PRICE.**

The winning bidder shall assist the County in establishing the issue price of the Series 2025 Bonds and shall execute and deliver to the County on or prior to the Closing Date an "issue price" or similar certificate setting forth the reasonably expected initial offering prices to the public or the actual sales price or prices of the Series 2025 Bonds, together with the supporting pricing wires or equivalent communications, substantially in the applicable form attached as SCHEDULE B to EXHIBIT A attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Bond Counsel. All actions to be taken by the County under this Notice of Sale to establish the issue price of the Series 2025 Bonds may be taken on behalf of the County by the Financial Advisor and any notice or report to be provided to the County may be provided to the Financial Advisor.

The County intends that the provisions of Treasury Regulation Section 1.148- 1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Series 2025 Bonds) will apply to the initial sale of the Series 2025 Bonds (the "competitive sale requirements") because:

(1) the County shall disseminate this Notice of Sale to potential purchasers in a manner that is reasonably designed to reach potential purchasers;

(2) all bidders shall have an equal opportunity to bid;

(3) the County may receive bids from at least three purchasers of municipal bonds who have established industry reputations for purchasing new issuances of municipal bonds; and

(4) the County anticipates awarding the sale of the Series 2025 Bonds to the bidder who submits a firm offer to purchase the Series 2025 Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Series 2025 Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the County shall so advise the winning bidder. The County may determine to treat (i) the first price at which 10% of a maturity of the Series 2025 Bonds (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Series 2025 Bonds as the issue price of that maturity (the "hold-the-offering- price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the County if any maturity of the Series 2025 Bonds satisfies the 10% test as of the date and time of the award of the Series 2025 Bonds. The County shall promptly advise the winning bidder, at or before the

time of award of the Series 2025 Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Series 2025 Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the County determines to apply the hold-the-offering-price rule to any maturity of the Series 2025 Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Series 2025 Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Series 2025 Bonds.

By submitting a bid, the winning bidder shall (a) confirm that the underwriters have offered or will offer the Series 2025 Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Series 2025 Bonds, that the underwriters will neither offer nor sell unsold Series 2025 Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth ($5^{th}$) business day after the sale date; or

(2) the date on which the County has sold at least 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the County promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Series 2025 Bonds, the winning bidder agrees to promptly report to the County the prices at which the unsold Series 2025 Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Series 2025 Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Series 2025 Bonds of that maturity, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the County or bond counsel.

The County acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Series 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering- price rule, if applicable to the Series 2025 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement

that was employed in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 Bonds.

By submitting a bid, each bidder confirms that: (a) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Series 2025 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2025 Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Series 2025 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (iii) to promptly notify the winning bidder of any sales of Series 2025 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2025 Bonds to the public (each such term being used as defined below), and (iv) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public, and (b) any agreement among purchasers or selling group agreement relating to the initial sale of the Series 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each purchaser or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2025 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2025 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2025 Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Series 2025 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such purchaser, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the purchaser and as set forth in the related pricing wires.

Sales of any Series 2025 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2025 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(a) "public" means any person other than an underwriter or a related party,

(b) "underwriter" means (i) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Series 2025 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025 Bonds to the public),

(c) a purchaser of any of the Series 2025 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) "sale date" means the date that the Series 2025 Bonds are awarded by the County to the winning bidder.

**LEGAL OPINIONS.**

The opinion of McGuireWoods LLP ("Bond Counsel") will approve the legality of the Series 2025 Bonds and state other matters relating to the treatment of interest on the Series 2025 Bonds for federal income tax purposes. For a further discussion of certain federal income tax matters relating to the Series 2025 Bonds, see the information under the caption "TAX MATTERS" in the Preliminary Official Statement. The opinion of Bond Counsel will be delivered to the County at closing in substantially the form attached to the Preliminary Official Statement as APPENDIX D, together with the closing documents customarily delivered by the County.

The actual legal opinion to be delivered may vary from the text of APPENDIX D, if necessary, to reflect facts and law on the Closing Date. The opinion will speak only as of its date, and Bond Counsel will not assume any duty to update or supplement its opinion to reflect any change in facts or circumstances, including changes in law that may thereafter occur or become effective. At the issuance of the Series 2025 Bonds, Bond Counsel will furnish a reliance letter to the winning bidder permitting it to rely on the opinion of Bond Counsel. Bond Counsel will also deliver, at closing, an opinion as to the defeasance of the Series 2013 Bonds pursuant to the provisions of the Bond Resolution.

McGuireWoods, LLP, Atlanta, Georgia, Disclosure Counsel to the County ("Disclosure Counsel"), has advised the County on certain matters relating to disclosure for the issuance of the Series 2025 Bonds and in connection with the preparation of the Preliminary Official Statement and the final Official Statement for the Series 2025 Bonds (together, the "Official Statement"). A letter will be furnished to the winning bidder that will confirm that it may rely on the opinion of Disclosure Counsel as if it was addressed to the winning bidder.

The reliance letters of Bond Counsel and Disclosure Counsel will be furnished at the expense of the County upon the issuance of the Series 2025 Bonds.

**BIDDING PROCEDURES.**

All bids must be unconditional and submitted electronically via Parity®. No e-mail, telephone, facsimile, mail, courier delivery or personal delivery bids will be accepted. To participate, a bidder must be a contracted customer of Parity®. If the prospective bidder does not have a contract with Parity®, such bidder should contact Parity® at (212) 849-5021 to become a customer and obtain a list of the bidding rules and procedures. To the extent any instructions or directions set forth on Parity® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control.

Bidders may change and submit bids as many times as they wish during the auction; provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost on the Series 2025 Bonds ("TIC"), when compared to the immediately preceding bid of such bidder. The last bid submitted by a bidder before the end of the auction will be compared to all other final bids submitted by others to determine the winning bidder or bidders.

Each bidder will be solely responsible for making the necessary arrangements to access Parity® for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. IHS will not have any duty or obligation to provide or assure such access to any bidder, and neither the County nor IHS will be responsible for the proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, Parity®. The County is authorizing the use of Parity® as a communications mechanism to conduct the electronic bidding for the Series 2025 Bonds; the owners of such service are not agents of the County. None of IHS, the County, Bond Counsel, Disclosure Counsel or the Financial Advisor shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate or untimely bid submitted by such bidder, including, without limitation, incomplete, inaccurate or untimely bids caused by reason of garbled transmissions, mechanical failure, slow or engaged telephone or telecommunications lines or any other cause.

The County is not bound by any advice and determination of IHS to the effect that any particular bid complies with the terms of this Official Notice of Sale and in particular the specifications set forth in this Official Notice of Sale, including under "TERMS OF BID AND BASIS OF AWARD" herein. All costs and expenses incurred by bidders in connection with their registration and submission of bids via Parity® are the sole responsibility of such bidders; the County is not responsible for any of such costs or expenses.

**TERMS OF BID AND BASIS OF AWARD.**

Bids must be unconditional and for the purchase of all of the Series 2025 Bonds. No more than one bid from any bidder will be considered.

The Series 2025 Bonds shall bear interest expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one (1) per centum. The use of split or supplemental interest coupons will not be considered and a zero rate or blank rate will not be permitted. All Series 2025 Bonds maturing on the same date shall bear the same rate of interest. The initial public offering price of each maturity shall be not less than 100% of the par amount of such maturity. The initial bid price shall not be less than 100% of the aggregate principal amount of the Series 2025 Bonds.

In the event of any adjustment to the principal amount of the Series 2025 Bonds as described under "DETAILS REGARDING THE SERIES 2025 BONDS - Adjustment to Principal Amount" herein, no rebidding or recalculation of the bids submitted will be required or permitted. The total purchase price of the Series 2025 Bonds will be increased or decreased to reflect any adjustment to the principal amount of the Series 2025 Bonds, and the Series 2025 Bonds, as adjusted, will have the same maturity, bear interest at the same rate and must have the same reoffering yield as is specified by the winning bidder for the Series 2025 Bonds. Nevertheless, the award of the Series 2025 Bonds will be made to the bidders whose bids produce the lowest TIC for the Series 2025 Bonds, calculated as specified herein, solely on the basis of the Series 2025 Bonds offered, without taking into account any such adjustment in the principal amount of the Series 2025 Bonds.

The Series 2025 Bonds will be awarded by the County not later than 3:00 p.m., Eastern Time, local City of Atlanta time, on November 19, 2025, to the bidder offering to purchase the Series 2025 Bonds at the lowest TIC. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Series 2025 Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months) to the dated date of the Series 2025 Bonds, results in an amount equal to the price bid for the Series 2025 Bonds. If two or more bids provide for the same lowest TIC, the County shall determine, in its sole discretion, which bid shall be accepted, and such determination shall be final and conclusive. The TIC must be calculated to four decimal places. Tie bids shall be broken by lot in the discretion of the County.

Award or rejection of bids will be made by the County on or prior to 3:00 p.m., local time in the City of Atlanta on the date of receipt of bids. ALL BIDS SHALL REMAIN FIRM UNTIL 3:00 P.M., LOCAL TIME IN THE CITY OF ATLANTA ON THE DATE OF RECEIPT OF BIDS.

EACH BIDDER MUST SPECIFY IN ITS BID THE INTEREST RATE FOR THE SERIES 2025 BONDS OF EACH MATURITY. NO BIDS FOR LESS THAN ALL OF THE SERIES 2025 BONDS OFFERED WILL BE ENTERTAINED. THE COUNTY RESERVES THE RIGHT TO REJECT ALL BIDS OR ANY BID NOT CONFORMING TO THIS OFFICIAL NOTICE OF SALE. THE COUNTY ALSO RESERVES THE RIGHT TO WAIVE, IF PERMITTED BY LAW, ANY IRREGULARITY OR INFORMALITY IN ANY BID. THE

COUNTY SHALL NOT REJECT ANY CONFORMING BID UNLESS ALL CONFORMING BIDS ARE REJECTED.

**COMPLIANCE WITH SEC AND MSRB RULES.**

The winning bidder agrees to take any and all other actions necessary to comply with applicable SEC and the Municipal Securities Rulemaking Board (the "MSRB") rules governing the offering, sale and delivery of the Series 2025 Bonds, including, without limitation, the payment of any fees or charges required to be paid by the MSRB or the Securities Industry and Financial Market Association in connection with the purchase or sale of the Series 2025 Bonds.

**SETTLEMENT OF BONDS.**

It is expected that the pre-closing for the Series 2025 Bonds will occur in Atlanta, Georgia, approximately one business day prior to the Closing Date, or such other date as shall be appropriate or necessary to ensure compliance with the Rule. On the Closing Date, the Series 2025 Bonds will be delivered to DTC, as securities depository, and registered in the name of Cede & Co., as nominee of DTC. The winning bidder shall also advise the underwriting department of DTC, not less than four business days prior to the Closing Date, of the interest rates borne by the Series 2025 Bonds, the CUSIP identification numbers and the Closing Date. Neither the failure to print CUSIP numbers on any Series 2025 Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Series 2025 Bonds. All expenses in relation to the printing of CUSIP numbers on the Series 2025 Bonds as well as any CUSIP Service Bureau charge for the assignment of such numbers shall be paid for by the winning bidder.

FULL PAYMENT OF THE PURCHASE PRICE MUST BE MADE TO THE COUNTY BY 10:00 A.M. LOCAL TIME IN THE CITY OF ATLANTA ON THE CLOSING DATE BY THE WINNING BIDDER IN FEDERAL RESERVE FUNDS OR IMMEDIATELY AVAILABLE FUNDS, WITHOUT COST TO THE COUNTY.

**BLUE SKY LAWS.**

The winning bidder will be responsible for the clearance or exemption with respect to the status of the Series 2025 Bonds for sale under the securities or "Blue Sky" laws of the several states and the preparation of any surveys or memoranda in connection with such sale. The County shall have no responsibility for such clearance, exemption or preparation.

**CLOSING DOCUMENTS.**

In addition to the opinions of Bond Counsel and Disclosure Counsel referred to herein, at the time of payment for and delivery of the Series 2025 Bonds, the County will furnish the winning bidder with the customary closing documents and opinions, all to be dated as of the Closing Date, which include but are not limited to:

(a) an opinion of the County Attorney to the effect that, to the best of her knowledge, (i) there is no litigation now pending or threatened against the County which restrains or enjoins the issuance or delivery of the Series 2025 Bonds, the execution, delivery or performance of all

agreements and certificates relating to the Series 2025 Bonds, or the use of the proceeds of the Series 2025 Bonds or which questions or contests the validity of the Series 2025 Bonds, the Bond Resolution, all agreements and certificates relating to the Series 2025 Bonds, or the proceedings and authority under which they are to be issued, executed and delivered, and (ii) neither the creation, organization, nor existence of the County, nor the title of the present members or other officials of the County to their respective offices, is being currently contested or questioned to the knowledge of the County.

(b) a certificate or certificates of the appropriate officers of the County, in their normal and customary form and terms, to the effect that (i) to the best of such officers' knowledge and belief, other than the hereinafter defined County's Excluded Sections, the information concerning the County contained in the Preliminary Official Statement and the Official Statement as of their respective dates is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and notwithstanding the foregoing, the County has not provided the information in and does not provide any assurance that the information contained in the sections or appendices, as the case may be, captioned "BOOK-ENTRY ONLY SYSTEM," "ESTIMATED DEBT SERVICE REQUIREMENTS," "TAX MATTERS," "CERTAIN LEGAL MATTERS" (first paragraph only), "FINANCIAL ADVISOR," "RATINGS," "COMPETITIVE SALE OF THE SERIES 2025 BONDS," and "APPENDIX D – PROPOSED FORM OF OPINION OF BOND COUNSEL" (collectively, the "County's Excluded Sections") in the Preliminary Official Statement and the Official Statement is true and correct in all material respects; provided, however, that without having undertaken to determine independently the accuracy or completeness of the statements contained in the remainder of the Preliminary Official Statement and the Official Statement, nothing has come to her attention which would lead me to believe that the Preliminary Official Statement and the Official Statement as of their respective dates contain any untrue statement of a material fact or omits to state a material fact which is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (ii) since the date of the Official Statement, no materially adverse change has occurred in the financial position or results of operation of the County, except as set forth in or contemplated by the Official Statement; and (iii) on the basis of the facts, estimates and circumstances relied upon at the time of delivery of the Series 2025 Bonds, it is not expected that the proceeds of the Series 2025 Bonds will be used in a manner that will cause the Series 2025 Bonds to be arbitrage bonds.

The actual legal opinion to be delivered by the County Attorney and the certificate(s) to be delivered by the appropriate officers of the County may vary from the foregoing text, if deemed necessary by the County. The opinion will speak only as of its date and the County Attorney will not assume any duty to update or supplement its opinion to reflect any change in facts or circumstances, including changes in law that may thereafter occur or become effective.

The winning bidder will also be required to execute certain closing documents required by Bond Counsel in connection with the delivery of the Series 2025 Bonds or the delivery of the opinion of Bond Counsel described in this Official Notice of Sale, including the form of the Certificate as to Issue Price attached hereto as EXHIBIT A.

**PRELIMINARY OFFICIAL STATEMENT; FINAL OFFICIAL STATEMENT.**

The County has authorized the distribution of the Preliminary Official Statement, which it deemed final (except for permitted omissions) for purposes of the Rule. The Preliminary Official Statement describes the Series 2025 Bonds and contains information with respect to the County. The Preliminary Official Statement may be obtained in electronic format from "www.munios.com" or as provided under "ADDITIONAL INFORMATION" herein.

**This Official Notice of Sale is not intended to be a disclosure document, and although being delivered to investors simultaneously with the Preliminary Official Statement, shall not be deemed to be part of the Preliminary Official Statement. All bidders must review the Preliminary Official Statement and will be deemed to have acknowledged that they have done so prior to participating in the bidding. In the event of any conflict between the statements contained in the Preliminary Official Statement and in this Official Notice of Sale, the statements contained in the Preliminary Official Statement shall prevail.**

Upon the sale of the Series 2025 Bonds, the County will deliver the Official Statement substantially in the form of the Preliminary Official Statement, subject to such amendments as are necessary, including the permitted omissions described in paragraph (b)(1) of the Rule, to the winning bidder within seven business days following the sale of the Series 2025 Bonds. Up to 100 copies of the Official Statement (and any supplement to the Official Statement) will be made available to the winning bidder at the expense of the County. Additional copies may be obtained at the expense of the winning bidder.

**ADDITIONAL INFORMATION.**

The Preliminary Official Statement and this Official Notice of Sale may be obtained in electronic format from "www.munios.com." For additional information please see "INTRODUCTION - Other Information" in the Preliminary Official Statement.

**FULTON COUNTY, GEORGIA**

_____

Sharon Whitmore, CPA, CPFO
Chief Financial Officer

Dated: **November 12, 2025**

**EXHIBIT A**

**FORM OF CERTIFICATE AS TO ISSUE PRICE**

**ISSUE PRICE CERTIFICATE**

**$_____**
**FULTON COUNTY, GEORGIA**
**WATER AND SEWERAGE REVENUE REFUNDING BONDS,**
**SERIES 2025**

The undersigned, on behalf of _____ (the "Winning Bidder"), hereby certifies as of _____ __, 2025 (the "Closing Date") as set forth below with respect to the sale and issuance of the above-captioned obligations (the " Series 2025 Bonds ").

***1. Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Series 2025 Bonds to the Public by the Winning Bidder are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Series 2025 Bonds used by the Winning Bidder in formulating its bid to purchase the Series 2025 Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Winning Bidder to purchase the Series 2025 Bonds.

(b) The Winning Bidder was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Winning Bidder constituted a firm offer to purchase the Series 2025 Bonds.

***2. Defined Terms.***

(a) "*Issuer*" means Fulton County, Georgia.

(b) "*Maturity"* means Series 2025 Bonds with the same credit and payment terms. Series 2025 Bonds with different maturity dates, or Series 2025 Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) "*Public"* means any person (including an individual, trust, estate, partnership, association, company, or corporation).The term "related party" for purposes of this certificate generally means any two or more persons who have (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable,

if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(d) "*Sale Date*" means the date that the Series 2025 Bonds are awarded by the Issuer to the winning bidder. The Sale Date of the Series 2025 Bonds is _____ ___, 2025.

(e) "*Underwriter*" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2025 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Winning Bidder's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and Agreement and with respect to compliance with the federal income tax rules affecting the Series 2025 Bonds, and by McGuireWoods LLP in connection with rendering its opinion that the interest on the Series 2025 Bonds is excludable from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Series 2025 Bonds.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the undersigned has caused this Issue Price Certificate to be executed as of the Closing Date.

**[LEGAL NAME OF THE WINNING BIDDER]**

By: _____
Name: _____

**SCHEDULE A**

**EXPECTED OFFERING PRICES**

**$_____**
**FULTON COUNTY, GEORGIA**
**WATER AND SEWERAGE REVENUE REFUNDING BONDS,**
**SERIES 2025**

**MATURITIES, AMOUNTS, INTEREST RATES AND PRICES**
**(Base CUSIP Number _____)**

| Year (_____) | Amount | Interest Rate | Price | CUSIP |
|---|---|---|---|---|

**SCHEDULE B**

**PRICING WIRE OR EQUIVALENT COMMUNICATION**

**(See Attached)**

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This Preliminary Official Statement and the information contained herein are subject to change, completion and amendment without notice. The Series 2025 Bonds may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2025 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.



**NEW ISSUE - BOOK-ENTRY ONLY** **RATINGS: See "RATINGS" herein.**

*In the opinion of Bond Counsel, under existing law and subject to the conditions described in "TAX MATTERS" herein, interest on the Series 2025 Bonds (a) is excludable from gross income of the owners thereof for purposes of federal income taxation under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (b) is not a specific item of tax preference for purposes of the federal alternative minimum tax on individuals. However, such interest is included in the "adjusted financial statement income" (as defined in Section 56A of the Code) of certain corporations in determining the applicability and amount of the federal corporate alternative minimum tax imposed under Section 55(b) of the Code. Bond Counsel is further of the opinion that under current law, the income on the Series 2025 Bonds, including the interest thereon, is exempt from income taxation by the State of Georgia. See "TAX MATTERS" herein regarding other tax considerations.*

# $195,675,000*
# FULTON COUNTY, GEORGIA
## WATER AND SEWERAGE REVENUE REFUNDING BONDS, SERIES 2025

**Dated: Date of Delivery** **Due: January 1, as shown on the inside front cover**

This Official Statement relates to the sale and issuance by Fulton County, Georgia (the "County") of $195,675,000* in aggregate principal amount of its Water and Sewerage Revenue Refunding Bonds, Series 2025 (the "Series 2025 Bonds") pursuant to that certain Amended and Restated Resolution adopted by the Fulton County Board of Commissioners (the "Board of Commissioners") on June 17, 1998, as previously amended and supplemented (the "Master Bond Resolution"), and particularly as supplemented by that certain Parity Bond Resolution adopted by the Board of Commissioners on September 17, 2025 (the "Series 2025 Parity Bond Resolution"), as supplemented by that certain Supplemental Pricing Resolution expected to be adopted by the Board of Commissioners on November 19, 2025 (the "Series 2025 Supplemental Pricing Resolution"). The Master Bond Resolution, the Series 2025 Parity Bond Resolution, and the Series 2025 Supplemental Pricing Resolution are collectively referred to herein as the "Bond Resolution." All capitalized terms used and not otherwise defined herein will have the meanings assigned thereto in the Bond Resolution. See "APPENDIX B - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" attached hereto.

The Series 2025 Bonds are being issued by the County for the purpose of, among other things: (a) refunding all or a portion of the County's remaining Outstanding Water and Sewerage Revenue Refunding Bonds, Series 2013 (the "Series 2013 Bonds"); and (b) paying certain costs of issuance related to the Series 2025 Bonds. See "PLAN OF REFUNDING" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2025 Bonds are initially being issued as fully registered bonds, without coupons, in denominations of $5,000 or any integral multiple thereof and initially will be registered in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial ownership interests in the Series 2025 Bonds will be made in book-entry form only and purchasers will not receive physical delivery of bond certificates representing the beneficial ownership interests in the Series 2025 Bonds so purchased. Payments of principal of, premium, if any, and interest on, any Series 2025 Bond will be made to Cede & Co., as nominee for DTC as registered owner of the Series 2025 Bonds, by U.S. Bank Trust Company, National Association, as bond registrar and paying agent, to be subsequently disbursed to the Beneficial Owners (as defined herein). See "BOOK-ENTRY ONLY SYSTEM" herein.

Interest on the Series 2025 Bonds is payable semiannually on January 1 and July 1 of each year, commencing July 1, 2026 (each such date, an "Interest Payment Date"). The Series 2025 Bonds will bear interest from the Interest Payment Date next preceding their date of authentication (except as provided in the Bond Resolution) at the rates and will be payable as to principal in the amounts and on the dates set forth on the inside front cover of this Official Statement. See "DESCRIPTION OF THE SERIES 2025 BONDS" herein.

The Series 2025 Bonds are special limited obligations of the County payable solely from and secured by a first priority pledge of, and lien on, the Net Revenues on a parity basis with the Outstanding Parity Bonds and any Additional Parity Bonds hereafter issued. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS" and "OUTSTANDING SYSTEM OBLIGATIONS – Outstanding Parity Bonds" herein and "APPENDIX B - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" attached hereto.

**THE SERIES 2025 BONDS SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION UPON INDEBTEDNESS, NOR SHALL THE SERIES 2025 BONDS BE DEEMED TO CONSTITUTE A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY, NOR SHALL THE COUNTY BE SUBJECT TO ANY PECUNIARY LIABILITY THEREON. THE SERIES 2025 BONDS SHALL NOT BE PAYABLE FROM OR A CHARGE UPON ANY FUNDS OTHER THAN THE NET REVENUES PLEDGED TO THE PAYMENT THEREOF, AND ARE PAYABLE SOLELY FROM THE SINKING FUND PROVIDED THEREFOR FROM THE NET REVENUES. NO OWNER OR OWNERS OF THE SERIES 2025 BONDS SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE COUNTY TO PAY THE SERIES 2025 BONDS OR THE INTEREST THEREON, NOR TO ENFORCE PAYMENT THEREOF AGAINST ANY OTHER PROPERTY OF THE COUNTY; NOR SHALL THE SERIES 2025 BONDS CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY, OR UPON ANY OTHER PROPERTY OF THE COUNTY.**

Electronic proposals for the purchase of the Series 2025 Bonds will be received by the County via the BiDCOMP/Parity® electronic bid submission system ("Parity®") on November 19, 2025, until 10:00 a.m. local time in the City of Atlanta, or on such other date or time as may be determined by the County, with notice provided through Parity®, all as provided in the Official Notice of Sale, dated November 12, 2025, relating to the Series 2025 Bonds.

This cover page contains certain limited information for quick reference only. It is not, and is not intended to be, a summary of the matters relating to the Series 2025 Bonds. Potential investors must read the entire Official Statement (including the cover page, the inside front cover, and all appendices attached hereto) to obtain information essential to the making of an informed investment decision.

*The Series 2025 Bonds are being offered when, as, and if issued by the County and received by the Purchaser subject to prior sale and to withdrawal or modification of the offer without notice, and subject to the approving opinion of McGuireWoods LLP, Atlanta, Georgia, as Bond Counsel. Certain legal matters will be passed upon for the County by Y. Soo Jo, Esq., as County Attorney. Certain legal matters will be passed upon for the County by McGuireWoods LLP, Atlanta, Georgia, as Disclosure Counsel. Raymond James & Associates, Inc. is serving as Financial Advisor to the County. The Series 2025 Bonds are expected to be delivered through the book-entry system of DTC on or about December 11, 2025.*

* Preliminary and subject to change.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS[†]**

**$196,675,000[*]**
**FULTON COUNTY, GEORGIA**
**WATER AND SEWERAGE REVENUE REFUNDING BONDS, SERIES 2025**

| Maturity (January 1)[*] | Principal Amount[*] | Interest Rate | Yield | Price | Initial CUSIP No.[†] |
|---|---|---|---|---|---|
| 2027 | $1,555,000 | | | | |
| 2028 | 2,175,000 | | | | |
| 2029 | 23,575,000 | | | | |
| 2030 | 24,755,000 | | | | |
| 2031 | 25,990,000 | | | | |
| 2032 | 27,295,000 | | | | |
| 2033 | 28,650,000 | | | | |
| 2034 | 30,085,000 | | | | |
| 2035 | 31,595,000 | | | | |

[*] Preliminary and subject to change.

[†] Initial CUSIP® numbers have been assigned to the Series 2025 Bonds by an organization not affiliated with the County or the Financial Advisor (as defined herein) and are included for the convenience of the owners of the Series 2025 Bonds only at the time of original issuance of the Series 2025 Bonds. CUSIP® is a registered trademark of the American Bankers Association CUSIP Global Services Inc. is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. None of the County, the Financial Advisor nor the Purchaser or their agents or counsel is responsible for the selection, use or accuracy of the CUSIP® numbers nor is any representation made as to their correctness with respect to the Series 2025 Bonds as included herein or at any time in the future. The CUSIP® number for a specific maturity is subject to being changed after the issuance of the Series 2025 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2025 Bonds.

**FULTON COUNTY, GEORGIA**

**Board of Commissioners**

Robert L. Pitts, *Chairman (At-Large)*
Bridget Thorne, *Commissioner (District 1)*
Bob Ellis, *Vice Chair (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)*

**Clerk to the Commission**
Tonya R. Grier

**County Manager**
Richard "Dick" Anderson

**Chief Operating Officer**
Pamela Roshell, PH. D

**Interim Finance Director**
Ray H Turner

**County Attorney**
Y. Soo Jo, Esq.

**Chief Financial Officer**
Sharon L. Whitmore, CPA, CPFO

**Director of Public Works**
David E. Clark, P.E.

**CONSULTANTS TO THE COUNTY**

**Bond and Disclosure Counsel**
McGuireWoods LLP
Atlanta, Georgia

**Financial Advisor**
Raymond James & Associates, Inc.
Atlanta, Georgia

This Official Statement does not constitute a contract between the County or the Purchaser (as defined herein) and any one or more owners of the Series 2025 Bonds, nor does it constitute an offer to sell or the solicitation of an offer to buy the Series 2025 Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer in such jurisdiction.

No dealer, broker, salesman or any other person has been authorized by the County or the Purchaser to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering of the Series 2025 Bonds, and if given or made, such information or representations must not be relied upon as having been authorized by the County or any other person. The information and expressions of opinion in this Official Statement are subject to change without notice, and this Official Statement speaks only as of its date. Neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create the implication that there has been no change in the matters described herein since the date hereof. Except as otherwise indicated, the information contained in this Official Statement, including in the appendices attached hereto, has been obtained from representatives of the County and from public documents, records and other sources considered to be reliable.

THIS PRELIMINARY OFFICIAL STATEMENT IS IN A FORM DEEMED FINAL BY THE COUNTY FOR PURPOSES OF RULE 15c2-12 ISSUED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED ("RULE 15(c)2-12"), EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE l5c2-l2(b)(l).

IN CONNECTION WITH THE OFFERING OF THE SERIES 2025 BONDS, THE PURCHASER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2025 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2025 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2025 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2025 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2025 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

In making an investment decision, investors must rely on their own examination of the Water and Sewerage System (the "System"), the County, and the terms of the offering, including the merits and risks involved. The Series 2025 Bonds have not been recommended by any federal or state securities commission or regulatory authority. Any representation to the contrary may be a criminal offense.

The order and placement of information in this Official Statement, including the appendices attached hereto, are not an indication of relevance, materiality or relative importance, and this Official Statement, including the appendices attached hereto, must be read in its entirety. The captions and headings in this Official Statement are for convenience only and in no way define, limit or describe the scope or intent, or affect the meaning or construction, of any provision or section in this Official Statement.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: WWW.MUNIOS.COM. THIS OFFICIAL STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR IF IT IS PRINTED OR SAVED IN FULL DIRECTLY FROM SUCH WEBSITE.

References to website addresses presented herein, including the County's website or any other website containing information about the County, are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for any purpose including for purposes of Rule 15c2-12.

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**OFFICIAL STATEMENT**

**RELATING TO**

**$195,675,000*
FULTON COUNTY, GEORGIA
WATER AND SEWERAGE REVENUE REFUNDING BONDS,
SERIES 2025**

## INTRODUCTION

### General

The purpose of this Official Statement, which includes the cover page, the inside front cover, and the appendices attached hereto, is to provide certain information in connection with the issuance and sale by Fulton County, Georgia (the "County") of $195,675,000* in aggregate principal amount of its Water and Sewerage Revenue Refunding Bonds, Series 2025 (the "Series 2025 Bonds").

*This introduction is not a summary of this Official Statement and is intended only for quick reference. It is only a brief description of and guide to, and is qualified in its entirety by reference to, the more complete and detailed information contained in the entire Official Statement, including the cover page and the appendices attached hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement and of the documents summarized or described herein, if necessary. The offering of the Series 2025 Bonds to potential investors is made only by means of the entire Official Statement, including the appendices attached hereto. No person is authorized to detach this introduction from this Official Statement or to otherwise use it without the entire Official Statement including the appendices attached hereto.*

*All capitalized terms used and not otherwise defined herein will have the meanings assigned thereto in the hereinafter defined Bond Resolution. See "APPENDIX B - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" attached hereto.*

### The County

The County is a political subdivision of the State of Georgia (the "State"). The Fulton County Board of Commissioners (the "Board of Commissioners") is the governing and policy making body of the County. For additional information related to the County, see "THE COUNTY" herein.

### Authority for Issuance

The Series 2025 Bonds are being issued by the County in accordance with and pursuant to: (a) the Constitution of the State of Georgia of 1983 (the "State Constitution"); (b) the laws of the State, including the Revenue Bond Law (O.C.G.A. § 36-82-60 et seq.), as amended; and (c) the Amended and Restated Resolution adopted by the Board of Commissioners on June 17, 1998, as previously amended and supplemented (the "Master Bond Resolution"), and particularly as supplemented by that certain Parity Bond Resolution adopted by the Board of Commissioners on September 17, 2025 (the "Series 2025 Parity Bond Resolution"), as supplemented by that certain Supplemental Pricing Resolution expected to be adopted by the Board of Commissioners on November 19, 2025 (the "Series 2025 Supplemental Pricing Resolution"). The Master Bond Resolution, the Series 2025 Parity Bond Resolution, and the Series 2025 Supplemental Pricing Resolution are collectively referred to herein as the "Bond Resolution."

* Preliminary and subject to change.

**Purpose of the Series 2025 Bonds**

The Series 2025 Bonds are being issued by the County for the purpose of, among other things: (a) refunding all or a portion of the Series 2013 Bonds (as defined herein); and (b) paying certain costs of issuance related to the Series 2025 Bonds. See "PLAN OF REFUNDING" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

**Description of the Series 2025 Bonds**

The Series 2025 Bonds are initially being issued as fully registered bonds, without coupons, in denominations of $5,000 or any integral multiple thereof and initially will be registered in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial ownership interests in the Series 2025 Bonds will be made in book-entry form only, and purchasers will not receive physical delivery of bond certificates representing the beneficial ownership interests in the Series 2025 Bonds so purchased. Payments of principal of, premium, if any, and interest on, any Series 2025 Bond will be made to Cede & Co., as nominee for DTC as registered owner of the Series 2025 Bonds, by U.S. Bank Trust Company, National Association, as bond registrar (in that capacity, the "Bond Registrar") and paying agent (in that capacity, the "Paying Agent"), to be subsequently disbursed to the Beneficial Owners (as defined herein). See "BOOK-ENTRY ONLY SYSTEM" herein.

Interest on the Series 2025 Bonds is payable semiannually on January 1 and July 1 of each year, commencing July 1, 2026 (each such date, an "Interest Payment Date"). The Series 2025 Bonds will bear interest from the Interest Payment Date next preceding their date of authentication (except as provided in the Bond Resolution) at the rates and will be payable as to principal in the amounts and on the dates set forth on the inside front cover of this Official Statement. See "DESCRIPTION OF THE SERIES 2025 BONDS" herein.

**Security and Sources of Payment for the Series 2025 Bonds**

The Series 2025 Bonds are special limited obligations of the County payable solely from and secured by a first priority pledge of, and lien on, the Net Revenues on a parity basis with the Outstanding Parity Bonds and any Additional Parity Bonds hereafter issued. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS" and "OUTSTANDING SYSTEM OBLIGATIONS - Outstanding Parity Bonds" and " - Additional Parity Bonds" herein and "APPENDIX B - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" attached hereto.

**THE SERIES 2025 BONDS SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION UPON INDEBTEDNESS, NOR SHALL THE SERIES 2025 BONDS BE DEEMED TO CONSTITUTE A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY, NOR SHALL THE COUNTY BE SUBJECT TO ANY PECUNIARY LIABILITY THEREON. THE SERIES 2025 BONDS SHALL NOT BE PAYABLE FROM OR A CHARGE UPON ANY FUNDS OTHER THAN THE NET REVENUES PLEDGED TO THE PAYMENT THEREOF, AND ARE PAYABLE SOLELY FROM THE SINKING FUND PROVIDED THEREFOR FROM THE NET REVENUES. NO OWNER OR OWNERS OF THE SERIES 2025 BONDS SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE COUNTY TO PAY THE SERIES 2025 BONDS OR THE INTEREST THEREON, NOR TO ENFORCE PAYMENT THEREOF AGAINST ANY OTHER PROPERTY OF THE COUNTY; NOR SHALL THE SERIES 2025 BONDS CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY, OR UPON ANY OTHER PROPERTY OF THE COUNTY**.

**Continuing Disclosure**

In order to assist the Purchaser (as defined herein) in complying with paragraph (b)(5) of Rule 15c2-12 of the U.S. Securities and Exchange Commission (the "SEC") promulgated pursuant to the Securities Exchange Act of 1934, as in effect on the date hereof (the "Rule"), simultaneously with the issuance of the Series 2025 Bonds, the County, as an "obligated person" under the Rule, will deliver a Continuing Disclosure Certificate (the "Disclosure

Bonds and the System for the benefit of the holders of the Series 2025 Bonds. See "CONTINUING DISCLOSURE" herein and "APPENDIX C - FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto.

**Other Information**

This Official Statement speaks only as of its date, and the information contained herein is subject to change. This Official Statement and the appendices attached hereto contain brief descriptions of, among other matters, the County, the System, the Series 2025 Bonds, the security and sources of payment for the Series 2025 Bonds, and the Bond Resolution. Such descriptions and information do not purport to be comprehensive or definitive. The summaries of various constitutional provisions, statutes, the Bond Resolution, and other documents are intended as summaries only and are qualified in their entirety by reference to such documents, and references herein to the Series 2025 Bonds are qualified in their entirety to the form thereof included in the Bond Resolution. A copy of the Bond Resolution and other relevant documents and information are available, upon written request and payment to the County of any applicable charge for copying, mailing and handling, from Ray Turner, Interim Finance Director, 141 Pryor Street, SW, Suite 7001, Atlanta, Georgia 30303.

## PLAN OF REFUNDING

The Series 2025 Bonds are being issued by the County for the purpose of, among other things: (a) refunding all or a portion of the Series 2013 Bonds (that portion of said Series 2013 Bonds being refunded are sometimes referred to herein as the "Refunded Bonds"); and (b) paying certain costs of issuance related to the Series 2025 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein. While not required to do so, the County presently intends to refund all of the remaining Outstanding Series 2013 Bonds. The Refunded Bonds will be called for redemption on or about March 9, 2026* (the "Redemption Date") at the redemption price equal to the Outstanding principal balance of the Refunded Bonds at par (100%), together with interest accrued thereon to the Redemption Date.

To affect the refunding and redemption of the Refunded Bonds, a portion of the proceeds of the Series 2025 Bonds, together with other legally available funds, will be deposited with U.S. Bank Trust Company, National Association (the "Refunded Bonds Paying Agent"), acting in its capacity as escrow agent for the Refunded Bonds pursuant to that certain Escrow Deposit Agreement by and between the County and the Refunded Bonds Paying Agent (acting in its capacity as escrow agent thereunder (the "Escrow Agent") dated as of December 1, 2025 (the "Escrow Deposit Agreement"), in an amount which shall be sufficient, together with interest earnings thereon, to pay the principal of and accrued interest on the Refunded Bonds on the Redemption Dates. Upon the irrevocable deposit of sufficient funds with the Escrow Agent in the escrow fund established under the Escrow Deposit Agreement, and the giving of certain notices and instructions required under the Bond Resolution and the Escrow Deposit Agreement, Bond Counsel will deliver an opinion that all conditions precedent to the release and discharge of the lien of the Bond Resolution in favor of the Refunded Bonds have been satisfied, and such Refunded Bonds shall be deemed paid within the meaning of the Bond Resolution.

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* Preliminary and subject to change.

## ESTIMATED SOURCES AND USES OF FUNDS*

The proceeds of the Series 2025 Bonds are expected to be applied as follows:

**Sources of Funds**:

| | |
|---|---|
| Par Amount of the Series 2025 Bonds | $_____ |
| Transfer from Sinking Fund for Refunded Bonds | _____ |
| Transfer from (Debt Service) Reserve Account for Refunded Bonds | _____ |
| Net Original Issue Premium/Original Issue Discount | _____ |
| Total Sources of Funds: | $_____ |

**Uses of Funds**:

| | |
|---|---|
| Deposit to System Renewal and Extension Fund | $_____ |
| Deposit to Refunded Bonds Paying Agent/Escrow Agent | _____ |
| Costs of Issuance(1) | _____ |
| Total Uses of Funds: | $_____ |

(1) Includes underwriter's/purchaser's discount (if any), legal and accounting fees, financial advisor and other consultant fees, initial fees of the Bond Registrar and Paying Agent, rating agency fees, printing costs, validation court costs, and other miscellaneous fees and costs.

## DESCRIPTION OF THE SERIES 2025 BONDS

### General

The Series 2025 Bonds will be dated their date of issuance and will bear interest (based on a 360-day year comprised of twelve 30-day months) from the Interest Payment Date next preceding their date of authentication to which interest has been paid (unless their date of authentication is an Interest Payment Date, in which case from such Interest Payment Date; unless their date of authentication is after a Record Date but before an Interest Payment date, in which case from the next Interest Payment Date; or unless their date of authentication is before the first Interest Payment Date, in which case from their date of issuance) at the rates set forth on the inside front cover of this Official Statement. Interest on the Series 2025 Bonds is payable semiannually on each Interest Payment Date. The Series 2025 Bonds will be payable as to principal in the amounts and on the dates set forth on the inside front cover of this Official Statement. The Person in whose name any Series 2025 Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding any registration of transfer or exchange subsequent to such Record Date and prior to such Interest Payment Date; provided, however, that if the County shall default in the payment of interest due on any Interest Payment Date, such interest shall be paid to the Persons in whose names the Outstanding Series 2025 Bonds are registered on a subsequent Record Date established by mail by the Paying Agent not less than 10 days preceding such subsequent Record Date.

The Series 2025 Bonds are initially being issued as fully registered bonds, without coupons, in denominations of $5,000 or any integral multiple thereof and initially will be registered in the name of Cede & Co., the nominee of DTC. Purchases of beneficial ownership interests in the Series 2025 Bonds will be made in Book-Entry Form only and purchasers will not receive physical delivery of bond certificates representing the beneficial ownership interests in the Series 2025 Bonds so purchased. Payments of principal of, premium, if any, and interest on, any Series 2025 Bond will be made to Cede & Co., as nominee for DTC as registered owner of the Series 2025 Bonds, by the Bond Registrar and Paying Agent, to be subsequently disbursed to the Beneficial Owners. See "BOOK-ENTRY ONLY SYSTEM" herein. In the event that the Series 2025 Bonds are no longer held in Book-Entry Form, the principal of and interest on the Series 2025 Bonds which are not held in Book-Entry Form shall be payable in the manner set forth in the Bond Resolution.

* Preliminary and subject to change.

**Redemption Provisions**

The Series 2025 Bonds are not subject to redemption prior to maturity.

**Registration of Transfer and Exchange of Series 2025 Bonds**

Notwithstanding the registration of transfer and exchange provisions set forth in the Bond Resolution, when the Series 2025 Bonds are held in Book-Entry Form, the Series 2025 Bonds may be registered, transferred, and exchanged in accordance with the rules of the Security Depository.

## BOOK-ENTRY ONLY SYSTEM

**General**

*The following information concerning DTC and DTC's book-entry system has been obtained from DTC, and neither the County nor the Purchaser make any representation or warranty or take any responsibility for the accuracy or completeness of such information*.

DTC will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2025 Bond certificate will be issued for each maturity of the Series 2025 Bonds as set forth on the inside cover of this Official Statement, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard and Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2025 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the documents relating to the Series 2025 Bonds. For example, Beneficial Owners of Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the County or the Paying Agent on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest on the Series 2025 Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to County or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2025 Bonds certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2025 Bonds certificates will be printed and delivered to DTC.

**Disclaimer**

NONE OF THE COUNTY, THE PAYING AGENT, NOR THE BOND REGISTRAR WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO THE DTC DIRECT AND INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2025 BONDS WITH RESPECT TO (a) THE ACCURACY OF ANY RECORDS MAINTAINED BY THE SECURITIES DEPOSITORY OR ANY SUCH DTC DIRECT OR INDIRECT PARTICIPANT; (b) THE PAYMENT BY THE SECURITIES DEPOSITORY OR ANY SUCH DTC DIRECT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OR PREPAYMENT PRICE OF OR INTEREST ON THE SERIES 2025 BONDS; (c) THE DELIVERY BY THE SECURITIES DEPOSITORY OR ANY SUCH DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED TO BE GIVEN TO HOLDERS OF THE

SERIES 2025 BONDS UNDER THE TERMS OF THE SERIES 2025 PARITY BOND RESOLUTION; (d) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2025 BONDS; OR (e) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS HOLDER OF THE SERIES 2025 BONDS.

## SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS

### Pledge of Net Revenues

The Series 2025 Bonds are special limited obligations of the County payable solely from and secured by a first priority pledge of, and lien on, the Net Revenues on a parity basis with the Outstanding Parity Bonds and any Additional Parity Bonds hereafter issued.

The Bond Resolution defines "Net Revenues" to mean the collected Revenues of the System remaining after the payment therefrom of Operating Expenses.

The Bond Resolution defines "Revenues" to mean all income and revenue of any nature derived from the operation of the System, including periodic water and sewerage billings, service charges, storm water utility fees, connection fees, other charges for water and sewerage service and the availability thereto, hydrant rentals, Hedge Receipts and all interest received on and profits derived from investments made with Revenues or any moneys in the Revenue Fund, the Sinking Fund and the Renewal and Extension Fund but excluding local, state or federal grants and moneys deposited in any rebate fund created hereunder. For any purpose of the Bond Resolution that requires the computation of Revenues with respect to any period of time, "Revenues" shall include such amounts resulting, received or to be received, as the case may be, during such period, determined on a cash basis, plus (x) the amounts, if any, paid from the Rate Stabilization Fund into the Revenue Fund during such period, but only to the extent provided in Section 602 of the Bond Resolution and minus (y) the amounts, if any, paid from the Revenue Fund into the Rate Stabilization Fund during such period.

The Bond Resolution defines "Operating Expenses" to mean the reasonable and necessary costs of operating, maintaining and repairing the System, including, without limitation, salaries, wages, employee benefits and other compensation, the payment of any contractual obligations incurred pertaining to the operation, maintenance and repair of the System, expenses related to storm water management payable from System Revenues, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees and such other charges as may properly be made for the purpose of operating, maintaining and repairing the System in accordance with sound business practice, but before making provision for depreciation and amortization.

See "THE SYSTEM," "SYSTEM REVENUES" and "SYSTEM FINANCE MATTERS" herein, and "APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE WATER AND SEWERAGE SYSTEM FUND OF FULTON COUNTY, GEORGIA FOR THE FISCAL YEARS ENDED DECEMBER 31, 2024 AND 2023" and "APPENDIX B - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" attached hereto.

### Reserve Account

As required under the Bond Resolution, particularly as amended by the Series 2013 Parity Bond Resolution, the initial purchasers of the Series 2025 Bonds are purchasing such Bonds subject to the Reserve Requirement Amendments which permit the County to (a) establish a Reserve Requirement in respect of the Series 2025 Bonds or any other Additional Parity Bonds at $0 (that is, to not have a Reserve Requirement), (b) not establish a separate subaccount under the Reserve Account in respect of the Series 2025 Bonds or any other Additional Parity Bonds (as and to the extent the County determines to not establish a Reserve Requirement relating to such Additional Parity Bonds), and (c) permit any future series of Additional Parity Bonds, as and to the extent a Reserve Requirement is applicable thereto, to be separately secured by the subaccount in the Reserve Account established for such series of Additional Parity Bonds. By purchasing the Series 2025 Bonds, the initial purchasers of the Series 2025 Bonds (for themselves and their successors, transferees and assigns) acknowledge that the Reserve Requirement Amendments became effective upon to the adoption of the Series 2013 Parity Bond Resolution. ***For purposes of clarification and to avoid doubt, the Series 2025 Bonds will <u>not</u> be secured by, or any amounts contained in, the Reserve Account***

***(or any account or subaccount therein) established for the benefit of any Additional Parity Bonds***. In addition, neither the Series 2020A Bonds nor the Series 2020B Bonds are secured by the Reserve Account (or any account or subaccount contained therein). See "APPENDIX B - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" attached hereto.

**Flow of Funds**

The Bond Resolution creates and requires the County to maintain the following funds and accounts: (a) the Revenue Fund; (b) the Rate Stabilization Fund; (c) the Sinking Fund and a Reserve Account within the Sinking Fund; (d) the Renewal and Extension Fund; (e) the Rebate Fund; (f) the Construction Fund; and (g) the Costs of Issuance Fund. For information relating to the Rebate Fund, the Construction Fund, and the Costs of Issuance Fund, see "APPENDIX B - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" attached hereto.

*Revenue Fund*. All Revenues derived from ownership and operation of the System and properties in connection therewith shall be collected by the County and deposited to the Revenue Fund and the County shall continue to maintain such Revenue Fund separate and apart from its other funds so long as any Bonds are Outstanding and unpaid or until provisions shall have been duly made for the payment thereof. Revenues of the System shall be disbursed from the Revenue Fund to the extent and in the following manner and order:

*Rate Stabilization Fund*. The County shall first pay from the Revenue Fund into the Rate Stabilization Fund, the amount, if any, to be credited to such fund from time to time. The County may, from time to time, withdraw amounts on deposit in the Rate Stabilization Fund and (a) transfer such amounts to the Revenue Fund or (b) use such amounts to purchase, redeem or defease the Bonds. If such amounts are transferred to the Revenue Fund, the amount so transferred shall constitute Revenues for all purposes under the Bond Resolution including, but not limited to, calculation of the rate covenant and the additional bonds test. Funds on deposit in the Rate Stabilization Fund will not secure the Bonds. The County has not elected to fund the Rate Stabilization Fund. Should the County elect to deposit amounts in the Rate Stabilization Fund in the future, such amounts could be funded before the payment of Operating Expenses and debt service on Bonds (inclusive of the Series 2025 Bonds).

*Operating Expenses*. After the payments into and withdrawals out of the Rate Stabilization Fund are made, there shall next be paid from the Revenue Fund the Operating Expenses of the System.

*Increase in Sinking Fund Obligation*. The County hereby acknowledges and agrees that the payments required to be made into the Sinking Fund as provided in Section 602(2) of the Original Master Bond Resolution, including the Reserve Account therein, are hereby expanded to provide for payment of the principal of, redemption premium (if any) and interest on the Series 2025 Bonds as the same become due and payable (whether by maturity, scheduled mandatory redemption or otherwise). Without limiting the foregoing, the County agrees that it shall continue to deposit into the Sinking Fund from the Revenue Fund as provided in Section 602(2) of the Original Master Bond Resolution the following amounts: (a) commencing with the month of January 2026, and from month to month thereafter, an amount equal to one-sixth (1/6th) of the interest on the Bonds coming due on the next succeeding January 1 or July 1, as the case may be, and (b) commencing with the month of January 2026, and from month to month thereafter, an amount equal to one-twelfth (1/12th) of the principal coming due on the Bonds on the next succeeding January 1, such monthly payments to continue from month to month thereafter until sufficient moneys are on hand in the Sinking Fund and the Reserve Account to pay all Outstanding Bonds at their respective maturities and the interest which will become due and payable thereon; provided, however, in any event, the payments into the Sinking Fund at all times shall be sufficient and timely to pay principal of and interest on the Series 2020A Bonds, the Series 2020B Bonds, the Series 2025 Bonds and any Additional Parity Bonds which may be outstanding from time to time when due and payable (whether by maturity, scheduled mandatory redemption or otherwise). To the extent any Bonds bear interest at Variable Rates, the foregoing requirements will be deemed satisfied if the installment paid with respect to the interest payment next coming due is sufficient to accumulate for such Bonds an amount equal to one-sixth of the "projected interest" payment multiplied by the number of months and fractions of months expired since the delivery of such Bonds or the most recent Interest Payment Date. The projected interest is that sum, determined monthly, which would have to be accumulated in the Sinking Fund by the next Interest Payment Date if such Variable Rates continue

to equal the greater of (a) the actual rate borne by such Bonds on the first day of that month or (b) the rate borne by such Bonds on the date of calculation.

There shall be paid on a parity basis with the aforesaid amounts into the Sinking Fund, all amounts required to be paid to a Credit Provider, if any, as compensation for services performed by such Credit Provider and as reimbursement of: funds reasonably expended by such Credit Provider on behalf of the County or for the County's account; provided, however, that amounts due to the Credit Provider due to acceleration of indebtedness or an increase in the rate of interest on indebtedness of the County shall rank junior and subordinate to all payments required to be paid into the Sinking Fund. In addition, with respect to debt service on any Bonds which are subject to a Hedge Agreement, if any, interest payable on such Bonds during the term of such Hedge Agreement shall be deemed to be the Hedge Payments, and such amounts shall be paid to the Hedge Agreement account party on a parity basis with the aforesaid payments into the Sinking Fund.

Moneys in the Sinking Fund shall be disbursed for (a) the payment of the interest on the Bonds secured by the Bond Resolution as such interest comes due and any Hedge Payments, as the same comes due, (b) the payment of the principal of the Bonds secured by the Bond Resolution at their respective maturities, (c) the redemption of Bonds secured by the Bond Resolution before maturity at the price and under the conditions provided therefor in the Bond Resolution, (d) the purchase of Bonds in the open market; provided, however, the price paid shall not exceed the authorized redemption price, and (e) the payment of the necessary charges for paying Bonds and interest thereon and for investment services of the Sinking Fund Custodian.

There shall next be paid from the Revenue Fund into the Reserve Account within the Sinking Fund, such amounts, if any, required to maintain in said Reserve Account a debt service reserve equal to the Reserve Requirement, which is anticipated to be $0 in respect of the Series 2025 Bonds. In addition, the Reserve Requirement for the Series 2020A Bonds and the Series 2020B Bonds is $0. The Reserve Account shall be maintained in the full amount required for the purpose of paying the principal of and interest on the Bonds, as and solely to the extent secured by the Reserve Account, falling due as to which there would otherwise be a default and if money is taken from said Reserve Account for the payment of such principal and interest, the money so taken shall be replaced in said Reserve Account from the first moneys in the Revenue Fund thereafter available, not required to be used for maintenance and operation charges and not required to be paid into the Sinking Fund or to a Credit Provider as hereinabove provided.

*Renewal and Extension Fund*. There shall next be paid from the Revenue Fund at the end of each month into the Renewal and Extension Fund all of the moneys then remaining in the Revenue Fund, except for such amount as the Director of Finance in the exercise of his discretion shall deem reasonable and prudent to be maintained in the Revenue Fund as a working capital reserve to pay the costs of operating, maintaining and repairing the System; provided, however, such working capital reserve shall never be less than $500,000 or such larger amount as the Director of Finance shall determine from time to time. The Director of Finance may elect in the exercise of his discretion to make transfers from the Revenue Fund to the Renewal and Extension Fund on an annual basis, following the end of each Fiscal Year. Expenditures may be made from the Renewal and Extension Fund and only in the following order or priority:

(a) paying principal of redemption premium, if any, and interest on the Bonds then Outstanding and falling due at any time for the payment of which money is not available in the Sinking Fund securing the payment of same and the interest thereon;

(b) an emergency caused by some extraordinary occurrence and having a major effect on the System and an insufficiency of money exists in the Revenue Fund to meet such emergency;

(c) making replacements, additions, extensions and improvements to the System (including the acquisition of all or portions of other water and/or sewerage systems of facilities), and paying the cost of any engineering studies, surveys or plans and specifications pertaining to future development or expansion of the System deemed by the Governing Authority of the County to be reasonable and to the best interest of the County and the Owners of the Bonds;

(d) acquiring the Bonds by redemption at the redemption price or by purchase in the open market at a price not exceeding the redemption price then applicable to such issue of Bonds;

(e) paying the principal of premium, if any, and interest on or to acquire in the manner describe in (d) above any general obligation bonds, water and sewerage revenue bonds which are junior and subordinate to the Bonds, or other obligations provided that all such bonds or obligations were issued for purposes of the System;

(f) paying the charges of the Renewal and Extension Fund depository;

(g) paying the reasonable and necessary costs of operating, maintaining and repairing the System to the extent there are insufficient moneys in the Revenue Fund available for such purpose;

(h) providing for the defeasance of any Bonds outstanding under the Bond Resolution;

(i) making any required payments to any rebate fund created under the Bond Resolution; or

(j) any other lawful purpose.

Should subordinate lien bonds be issued, the payments required in the Renewal and Extension Fund may be suspended and such moneys shall be available to the extent necessary to pay principal of and interest on such subordinate lien bonds and for creating of a reasonable reserve and such moneys may be pledged for that purpose.

For additional information, see "APPENDIX B - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" attached hereto.

**Rate Covenant**

The County has placed into effect a schedule of rates, tolls, fees and charges for the services, facilities and commodities furnished by the System, and as often as it shall appear necessary, the County will revise and adjust such schedule of rates, tolls, fees and charges for services, facilities and commodities to the extent necessary to produce funds sufficient in each Fiscal Year (calculated on a cash basis) to:

(a) operate, maintain and repair the System on a sound businesslike basis;

(b) create and maintain the Sinking Fund as provided in the Bond Resolution in the amount required to discharge the payment of the principal of and the interest on the Outstanding Bonds as the same become due and payable in the then current Sinking Fund Year; and

(c) create and maintain a reserve in the Reserve Account held within the Sinking Fund in the amount as required in the Bond Resolution (which may be $0 for the Series 2025 Bonds and any Additional Parity Bonds) or such larger amount as may be required in any proceedings authorizing any such Additional Parity Bonds.

Notwithstanding the foregoing, in any event the County shall at all times have in effect a schedule of rates, tolls, fees and charges sufficient to produce Net Revenues at least equal to 1.10 times the Principal and Interest Requirement (the "Rate Coverage Requirement"); provided, however, that the Principal and Interest Requirement shall be modified for the purpose of determining compliance with the foregoing rate covenant test by providing that with respect to Bonds which bear interest at a Variable Rate, the interest requirement in each Sinking Fund Year during which such Variable Rate applies will be the average annual interest rate which such Variable Rate Bonds borne during the most recently completed Sinking Fund Year (or portion of such Sinking Fund Year if such Variable Rate Bonds were not Outstanding throughout the entire preceding Sinking Fund Year).

The rates, tolls, fees and charges will be classified in a reasonable manner to cover users of the services, facilities and commodities furnished by the System so that as nearly as practicable such rates, tolls, fees and charges

shall be uniform in application to all users falling within any reasonable class. No free services will at any time be furnished from the System, and the County will undertake within its health powers or such other applicable powers now or hereafter provided by law to require the owners of all improved property abutting any sewerage line to connect with the System. No customer will be connected to the System or otherwise be served by the County without a proper water meter having been first installed. All services shall be furnished in accordance with rates now or hereafter established, including services furnished to any county, municipal corporation or other public board or body. Notwithstanding the aforesaid limitation in this paragraph, the County in the exercise of its reasonable discretion shall have the right to furnish free unmetered water to nonprofit bodies or public bodies.

If the County shall fail to adopt a schedule or schedules of rates, tolls, fees and charges, or to revise its schedule or schedules of rates, tolls, fees and charges, in accordance with the provisions of the Bond Resolution described above, any Owner of Bonds without regard to whether any Event of Default shall have occurred, may institute and prosecute in any court of competent jurisdiction, an appropriate action to compel the County to adopt a schedule or schedules of rates, tolls, fees and charges, or to revise its schedule or schedules of rates, tolls, fees and charges in accordance with the provisions of the Bond Resolution described above or to take any other action permitted by the Bond Resolution.

See "APPENDIX B - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" attached hereto.

**Additional Parity Bonds and Subordinate Lien Obligations**

The County may issue Additional Parity Bonds secured on a parity with the Outstanding Parity Bonds and any Additional Parity Bonds, including the Series 2025 Bonds, if and to the extent that the County satisfies the requirements and conditions for issuance of any such Additional Parity Bonds set forth in the Bond Resolution. The issuance by the County of any such Additional Parity Bonds secured by Net Revenues may dilute the security for the Outstanding Parity Bonds and any Additional Parity Bonds, including the Series 2025 Bonds. The County may also issue obligations payable and secured by a lien on Net Revenues which is junior and subordinate to the lien securing the payment of the Outstanding Parity Bonds and any Additional Parity Bonds, including the Series 2025 Bonds. For a description of the requirements and conditions for the issuance of any such Additional Parity Bonds or Subordinate Lien Obligations (as defined herein), see "AMENDMENTS TO THE MASTER BOND RESOLUTION" herein and "APPENDIX B - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" attached hereto.

**Accession of Junior and Subordinate Lien Obligations to Parity Status**

The County may provide for the accession of junior and subordinate lien obligations to the status of complete parity with the Outstanding Parity Bonds and any Additional Parity Bonds, including the Series 2025 Bonds, upon certain terms and conditions as more fully described in the Master Bond Resolution. See "OUTSTANDING SYSTEM OBLIGATIONS - Subordinate Lien Obligations" herein and "APPENDIX B - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" attached hereto.

**Enforceability of Remedies**

The Series 2025 Parity Bond Resolution constitutes a contract between the County and the owners of the Series 2025 Bonds, and the pledge, covenants, and agreements of the County set forth in the Bond Resolution are for the equal benefit, protection, and security of the owners of the Series 2025 Bonds with respect to Net Revenues.

If the County were to default on the Series 2025 Bonds, the realization of value from the pledge of the Net Revenues to secure the payment of the Series 2025 Bonds would depend upon the exercise of various remedies specified by the Bond Resolution and State law. These and other remedies may require judicial actions, which are often subject to discretion and delay and which may be difficult to pursue. The enforceability of rights and remedies with respect to the Series 2025 Bonds may be limited by state and federal laws, rulings, and decisions affecting remedies and by bankruptcy, reorganization, insolvency, or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. A court may decide not to order the specific performance of the covenants contained in the Bond Resolution.

Notwithstanding the foregoing, O.C.G.A. § 36-80-5 provides that no county created under the State Constitution or the laws of the State will be authorized to file a petition for relief from payment of its debts as they mature or a petition for composition of its debts under any federal statute providing for such relief or composition or otherwise to take advantage of any federal statute providing for the adjustment of debts of political subdivisions and public agencies and instrumentalities. O.C.G.A. § 36-80-5 also provides that no chief executive, board of commissioners, or other governmental officer, governing body, or organization shall be empowered to cause or authorize the filing by or on behalf of any county created under the State Constitution or laws of the State of any petition for federal relief from payment of its debts as they mature or a petition for composition of its debts under any federal statute providing for such relief or composition or otherwise to take advantage of any federal statute providing for the adjustment of debts of political subdivisions and public agencies and instrumentalities.

**Limited Obligations**

The Series 2025 Bonds are special limited obligations of the County payable solely from and security by a first priority pledge of, and lien on, the Net Revenues on a parity basis with the Outstanding Parity Bonds and any Additional Parity Bonds hereafter issued. See "OUTSTANDING SYSTEM OBLIGATIONS - Outstanding Parity Bonds" and " - Additional Parity Bonds" herein and "APPENDIX B - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" attached hereto.

**THE SERIES 2025 BONDS SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION UPON INDEBTEDNESS, NOR SHALL THE SERIES 2025 BONDS BE DEEMED TO CONSTITUTE A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY, NOR SHALL THE COUNTY BE SUBJECT TO ANY PECUNIARY LIABILITY THEREON. THE SERIES 2025 BONDS SHALL NOT BE PAYABLE FROM OR A CHARGE UPON ANY FUNDS OTHER THAN THE NET REVENUES PLEDGED TO THE PAYMENT THEREOF, AND ARE PAYABLE SOLELY FROM THE SINKING FUND PROVIDED THEREFOR FROM THE NET REVENUES. NO OWNER OR OWNERS OF THE SERIES 2025 BONDS SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE COUNTY TO PAY THE SERIES 2025 BONDS OR THE INTEREST THEREON, NOR TO ENFORCE PAYMENT THEREOF AGAINST ANY OTHER PROPERTY OF THE COUNTY; NOR SHALL THE SERIES 2025 BONDS CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY, OR UPON ANY OTHER PROPERTY OF THE COUNTY**.

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## OUTSTANDING SYSTEM OBLIGATIONS

### Outstanding Parity Bonds

Upon the issuance of the Series 2025 Bonds (and the related refunding of all of the Refunded Bonds with a portion of the proceeds therefrom), the following Bonds will be Outstanding under the Bond Resolution (the "Outstanding Parity Bonds")[1]:

| Outstanding Parity Bonds | Final Maturity Date (January 1) | Original Principal Amount | Outstanding Principal Amount |
|---|---|---|---|
| Water and Sewerage Revenue, Series 2020A (the "Series 2020A Bonds") | 2045 | $290,595,000 | $289,095,000 |
| Water and Sewerage Revenue Refunding Bonds, Series 2020B (the "Series 2020B Bonds") | 2027 | 155,600,000 | 46,097,000 |
| Water and Sewerage Revenue Refunding Bonds, Series 2025* | 2035 | 195,675,000* | 195,675,000* |
| Total Outstanding Parity Bonds* | | $641,870,000* | $530,867,000* |

Source: Fulton County, Georgia Finance Department.

### Subordinate Lien Obligations

As of November 1, 2025, there were no obligations payable and secured by a lien on Net Revenues which is junior and subordinate to the lien on the Outstanding Bonds and any Additional Parity Bonds (the "Subordinate Lien Obligations"), including the Series 2025 Bonds, under the Bond Resolution.

The County does not currently plan to issue any Subordinate Lien Obligations. However, the County expressly reserves the right to issue Subordinate Lien Obligations in connection with financing or refinancing opportunities that: (a) lower costs of borrowing and/or maximize savings in accordance with long term planning objectives, and/or (b) provide funding for projects approved by the Board of Commissioners.

### Hedge Agreements

As of November 1, 2025, the County does not have any outstanding Hedge Agreements under the Bond Resolution.

The County does not currently plan, but expressly reserves the right, to enter into any Hedge Agreements.

### Additional Parity Bonds

Except for plans to issue approximately $450,000,000 in bonds, in aggregate, in Fiscal Years 2027 and 2029 for the future Camp Creek WRF expansion project (as described under the section captioned “CAPITAL IMPROVEMENTS” herein), the County currently does not have immediate plans to issue additional bonds payable and secured by a first priority pledge of, and lien on, the Net Revenues on a parity basis with the Outstanding Parity Bonds (“Additional Parity Bonds”). After the issuance of the Series 2025 Bonds, the County expressly reserves the right to so issue Additional Parity Bonds in connection with financing or refinancing opportunities that: (a) lower costs of borrowing and/or maximize savings in accordance with long-term planning objectives, and/or (b) provide funding for projects approved by the Board of Commissioners, including to finance the projects in the System’s Capital Improvement Program. See “CAPITAL IMPROVEMENT PROGRAM” herein.

[1] Prior to the issuance of the Series 2025 Bonds, there are $219,705,000 in Outstanding Series 2013 Bonds, all or a portion of which will be refunded upon the issuance of the Series 2025 Bonds.

* Preliminary and subject to change.

## ESTIMATED DEBT SERVICE REQUIREMENTS

The following table presents the estimated total aggregate debt service for the Outstanding Parity Bonds, including the Series 2025 Bonds, upon the issuance and delivery of the Series 2025 Bonds.

| | | Series 2025 Bonds[2] | | | |
|---|---|---|---|---|---|
| **Bond Year** | **Outstanding Parity Bonds[1][2]** | **Principal** | **Interest** | **Total** | **Total Aggregate Debt Service[1][2]*** |
| 2025 | $21,089,254.40 | $ | $ | $ | $ |
| 2026 | $25,396,356.00 | | | | |
| 2027 | $25,321,560.00 | | | | |
| 2028 | $9,560,100.00 | | | | |
| 2029 | $9,485,100.00 | | | | |
| 2030 | $9,410,100.00 | | | | |
| 2031 | $9,585,100.00 | | | | |
| 2032 | $9,515,100.00 | | | | |
| 2033 | $9,445,100.00 | | | | |
| 2034 | $9,375,100.00 | | | | |
| 2035 | $31,507,600.00 | | | | |
| 2036 | $31,509,550.00 | | | | |
| 2037 | $31,509,900.00 | | | | |
| 2038 | $31,508,050.00 | | | | |
| 2039 | $31,508,400.00 | | | | |
| 2040 | $31,505,200.00 | | | | |
| 2041 | $31,507,850.00 | | | | |
| 2042 | $31,504,800.00 | | | | |
| 2043 | $31,507,350.00 | | | | |
| 2044 | $ 31,507,700.00 | | | | |
| | $ 453,259,270.40 | $ | $ | $ | $ |

(1) Excludes the Series 2013 Bonds, all or a portion of which are expected to be refunded with the proceeds of the Series 2025 Bonds. See "OUTSTANDING SYSTEM OBLIGATIONS - Outstanding Parity Bonds" and " - Additional Parity Bonds" herein.

(2) Numbers may not add due to rounding.

* Preliminary and subject to change.

Source: Fulton County, Georgia Finance Department.

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## THE COUNTY

### General

The County is the central county in the Atlanta Metropolitan Area and the most populous county in the State. The latest estimated population of the County as of July 1, 2024, was 1,090,354, as estimated by the U.S. Census Bureau. Originally created in 1853 by the Georgia General Assembly and enlarged in 1931 by the absorption of two adjacent counties, the County encompasses approximately 529 square miles. The City of Atlanta occupies approximately 133 square miles, or about 25% of the County, and accounts for approximately 42% of its population. The fourteen other incorporated cities located in the County are: Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City. Urban and suburban areas associated with Atlanta, Hapeville, East Point, Sandy Springs and College Park are located in the central section of the County; suburban areas associated with Alpharetta, Roswell, Johns Creek and Milton are located in the northern section of the County, and agricultural areas remain in the extreme ends of the 75-mile distance from the northern to the southern boundaries.

For additional information regarding the County, see the information made available by the County on the Electronic Municipal Market Access website ("EMMA"). The information on EMMA speaks as of the date thereof and is subject to change.

### Government

The County operates under the commission-county manager form of government. The Board of Commissioners is the governing and policy making body of the County. The Board of Commissioners consists of seven members, including the Chairman, that serve staggered four-year terms. The current members of the Board of Commissioners are as follows:

| Member | District | Current Term Expires |
|---|---|---|
| Robert L. Pitts, *Chairman* | At large | December 31, 2026 |
| Bridget Thorne, *Commissioner* | 1 | December 31, 2026 |
| Bob Ellis, *Vice Chair* | 2 | December 31, 2028 |
| Dana Barrett, *Commissioner* | 3 | December 31, 2026 |
| Mo Ivory, *Commissioner* | 4 | December 31, 2028 |
| Marvin S. Arrington, Jr., *Commissioner* | 5 | December 31, 2026 |
| Khadijah Abdur-Rahman, *Commissioner* | 6 | December 31, 2028 |

The Board of Commissioners sets levels of service to be provided by each department when it approves each annual department budget. It levies taxes, adopts a yearly capital improvement program, exercises authority over the County's health and welfare programs, authorizes County bond issues, and promotes new industrial activity through its Development Authority. It also regulates zoning, fire and police protection service in the unincorporated areas of the County.

The Board of Commissioners appoints the County Manager as its chief executive officer, who in turn appoints all department heads, except elected officials and some whose appointments are specifically provided for by law. The County Manager's chief function is to carry out County policy as set by the Board of Commissioners. The Finance Department is responsible for the collection, stewardship, and disbursement of County funds. The Finance Department compiles the County budget, the Annual Comprehensive Finance Report, and accumulates data to evaluate programs, and analyzes revenue requirements. The County Attorney oversees an extensive litigation practice which includes employment, catastrophic personal injury, wrongful death, governmental contract, taxation, tax sales, tax assessment, zoning, land use, environmental, construction, constitutional, and bankruptcy matters and extensive motion and appellate practice. The Office of the County Attorney also oversees a great variety of property and tax matters.

The fiscal year of the County is currently the twelve-month period beginning January 1 and ending on December 31 (the "Fiscal Year").

**County Executive Management**

*Richard "Dick" Anderson, Fulton County Manager*. Mr. Richard "Dick" Anderson was appointed Fulton County Manager in March 2015 and serves as the top administrator for Georgia's largest county. He leads an organization of 4500 professionals with a $1 billion budget serving over 1 million citizens. Mr. Anderson's signature emphasis has been to make Fulton County "First in 3… Impact, Service and Efficiency." This has led to the County being recently named by Georgia Trend as one of four counties to watch in the future. Significant accomplishments have included the approval of a $580 million transportation infrastructure investment with a first ever Special Purpose Local Option Sales Tax for transportation purposes (TSPLOST), a $500 million water treatment infrastructure expansion and a $100 million facilities renovation program. With an emphasis on customer service, Fulton County residents are indicating high levels of customer satisfaction and Fulton County employee compensation is tied to a customer satisfaction metric. As well, significant changes have been made to Behavioral Health, Public Health and Property Tax processes to improve the citizen experience.

Before joining Fulton County, Mr. Anderson held several executive positions in both the private and public sectors. He served most recently as the COO for the Federal Reserve working in Washington, DC with Chairman Bernanke and the Board of Governors to create a strategic plan for operations post the financial crisis. Previously, he served in Governor Sonny Perdue's administration as Executive Director of Georgia Regional Transportation Authority and led a strategic review of the state's transportation system. Mr. Anderson began his career in telecommunications and retired from BellSouth and AT&T after being Vice Chairman and Group President-Global Business.

Mr. Anderson has long been involved in the Atlanta community serving as the 2007 Metro Atlanta Chamber Chairman and on additional boards such as Children's Healthcare, Marcus Autism Center, Georgia Regional Transportation Authority, Clark Atlanta University and Camp Twin Lakes. He was recently named Citizen of the Year by the Greater North Fulton Chamber of Commerce.

Mr. Anderson graduated with BS and MBA degrees from Murray State University where he serves as an MSU trustee and was recognized by the Governor of Kentucky as Outstanding Alumni from a Kentucky university in 2016.

*Pamela Roshell, PH.D, Chief Operating Officer*. Dr. Pamela Roshell serves as Chief Operating Officer for Fulton County Government, where she provides executive leadership and operational oversight across key service areas including Health and Human Services, Economic Development, Public Safety, and Arts and Libraries. In this role, she manages a broad portfolio of countywide initiatives, directs a large and diverse workforce, and stewards a multi-million dollar operating budget that supports critical programs and services for Fulton County residents. She also ensures alignment with essential community partners, including the Fulton County Board of Health and the Department of Family and Children Services.

Since joining Fulton County in 2017, Dr. Roshell has held several senior leadership roles, including Deputy Chief Operating Officer and Director of Senior Services. Her work has focused on advancing innovative strategies to improve service delivery, expand access to care, and strengthen outcomes for vulnerable populations.

Prior to her service in county government, Dr. Roshell was appointed Regional Director for the U.S. Department of Health and Human Services, where she oversaw federal health programs across the Southeast. She also held executive roles at the American Association of Retired Persons (AARP), including serving as State Director for AARP Georgia, where she led advocacy, outreach, and program development for more than one million members.

Dr. Roshell graduated with a bachelor’s degree from Columbia College, a Master of Social Work with a concentration in administration from the University of South Carolina, and a Ph.D. in social policy, planning, and administration from Clark Atlanta University.

*Sharon Whitmore, Chief Financial Officer*. Ms. Sharon Whitmore serves as the County's Chief Financial Officer. Ms. Whitmore leads all internal shared services functions including Diversity and Civil Rights Compliance, Finance, Human Resources, Office of Strategy and Performance Management and Purchasing, and is responsible for

internal departmental satisfaction with shared services and efficient operations. Ms. Whitmore has served with Fulton County for more than 30 years, and has held a number of roles including Interim Director of Finance and Interim County Manager. Prior to serving with Fulton County, Ms. Whitmore served with KPMG. She holds a Bachelor's degree in accounting from Kennesaw State University.

*Y. Soo Jo, Esq., County Attorney*. As the Fulton County Attorney, Soo Jo serves as general counsel for the largest county in Georgia where she leads an in-house legal department that handles all non-criminal legal matters for the County. The attorneys and legal professionals of the Fulton County Attorney's Office ("FCAO") protect the interests of the County, its departments and officials, residents and taxpayers through a high volume, fast-paced practice in which the FCAO drafts legislation, negotiates and drafts contracts, ensures compliance, provides daily advice and counsel, and litigates novel and complex issues that often set legal precedent.

Immediately prior to becoming the County Attorney, Ms. Jo was an Assistant United States Attorney in the Northern District of Georgia, where she served in the civil defense and civil rights enforcement units. Ms. Jo's public sector work has included serving as an attorney for the City of Atlanta, Superior Court of Fulton County, Georgia Department of Human Services, and Magistrate Court of Gwinnett County. She has also served as an EEO manager for The Home Depot U.S.A., Inc. Ms. Jo has twenty-five years of broad ranging experience in civil and public sector law, with a particular focus on employment matters.

Ms. Jo is a graduate of Georgetown University where she earned a Bachelor of Science degree in Languages and Linguistics, and holds a Juris Doctor degree from the Georgia State University College of Law.

Ms. Jo's professional affiliations include membership in the State Bar of Georgia, American Bar Association, Georgia Asian Pacific American Bar Association, and the Access to Justice Committee of the State Bar of Georgia (Pro Bono Subcommittee). She has previously been recognized with the State Bar of Georgia Labor and Employment Law Section's inaugural Mentorship Academy award for serving as a mentor (2017), the Georgia Asian Pacific American Bar Association's AAPI Trailblazer Award (2021), the Georgia Asian Times 25 Most Influential Asian Americans in Georgia Award (2022), and the Women Works Media Group's Law and Justice Award (2022).

**Pension and Other Post-Employment Benefits**

*The County is required to have actuarial valuations produced for its pension and other post-employment benefits ("OPEB") liabilities. Actuarial valuations are "forward-looking" information that reflect the judgment of the fiduciaries of the pension plans and are based upon a variety of assumptions, one or more of which may prove to be inaccurate or may change in the future, and will change with the future experience of the pension plans. Further, this summary of the County's pension and OPEB information is designed to provide an overview of such matters and is qualified in its entirety, to the pension plan documents, the pension plan and OPEB actuarial valuations and the audited financial statements of the System, including the applicable notes thereto. Certain of the data in the following summary has been compiled from preliminary actuarial valuation and other reports, which remain subject to final review and approval by the applicable plan fiduciaries, actuaries and auditors, as the case may be and, therefore, remain subject to change*.

***The financial information included in the following summary is presented in thousands of dollars unless noted otherwise***.

The Water and Sewerage System has employees who are still in active status that participate in the Fulton County Employees Retirement System Pension Plan "County Pension Plan" which is described below.

*County Pension Plan*. The County maintains for eligible employees the Fulton County Employees Retirement System Pension Plan (the "County Pension Plan"), a single-employer defined benefit retirement plan. The County Pension Plan was created effective September 1, 1991, as successor to four separate County-maintained pension plans, for all eligible employees of the County. Prior to the establishment of the County Pension Plan, the employees of the County were participants in one of two predecessor plans, the General Employees' Pension Plan or the Employees' Pension Plan. Employees who did not elect to participate in the County Pension Plan will continue to

be eligible for the same benefits of the prior plan in which they participated; however, participation was made a condition of employment for new employees as of September 1, 1991.

The County Pension Plan is administered by an eleven-member board of trustees which includes two members of the Board of Commissioners, the County Manager, the Chief Financial Officer, a representative citizen of the County, a designee of the Commission's Chairman, a Peace Officer, two retirees of the County and two active employees.

On June 16, 1998, the County adopted a 401(A) defined contribution plan. All active participants in the Fulton County Employees' Retirement System have the annual option to remain in their current defined benefit plan or elect to participate in the new defined contribution plan. Employees hired on or after July 1, 1999 participate in the Fulton County Defined Contribution Plan.

The funding method and determination of benefits payable are provided in or authorized by various acts of the Georgia Legislature and statutes enacted by the County under home rule powers granted by the State. The County Pension Plan generally provides that funds to provide retirement benefits are to be accumulated from employee and County contributions and income from the investment of accumulated funds. Should the accumulated funds be insufficient to meet and pay the benefits when due, the County shall be required to make up any deficiency.

The County Pension Plan provides monthly retirement benefits that represent 2.25% of the participants' monthly earnings (the average of the highest three 12-month period of employment) for the first five years of credible service and then 2.5% thereafter. The County Pension Plan awards cost-of-living increases annually, up to a 3% maximum. Benefits also may be payable at termination, death, or disability.

The County's contribution to the County Pension Plan is the actuarially determined amount necessary to fund benefits, less employee contributions. The actuarially determined contribution amount is the sum of the annual normal cost and the amortization of the unfunded actuarial accrued liability over the years remaining in the allowable funding period. The actuarial cost method used for funding purposes is the entry age normal cost method. This is one of the approved methods for such plans in the State and provides for contributions based on a level percentage of future payroll. The unfunded actuarial accrued liability is amortized on a closed basis over a period established by State guidelines.

The required contribution percentages developed in the most recent actuarial valuations for the County Pension Plan, and the actual contributions, but not including contributions of $321 to the Supplemental Plan described in this note made for 2024, are as follows (in thousands of dollars):

| | 2024 |
|---|---|
| Total required employer contributions: | |
| Dollar amount | $62,340 |
| Percent of covered payroll | 1058.95% |
| | |
| Actual employer contributions: | |
| Dollar amount | $61,952 |
| Percent of covered payroll | 1052.36% |

Employee contribution rates are established in accordance with pension law. During 2024, actual county-wide employee contributions were $425 which represented 7.22% of covered payroll. Employee contributions exceeded those set forth in pension law due to back-due contributions required of employees covered by certain of the County's prior separate plans, who under older pension laws, have the ability to increase their retirement benefits by making such back-due contributions.

*Membership*. Current membership in the County Pension Plan and current year payrolls for 2024 are as follows:

| | |
|---|---|
| Members: | |
| Retired and receiving benefits | 2,950 |
| Terminated with vested benefits | 17 |
| Active employees: | |
| Vested | 66 |
| Total members | 3,033 |
| Total current year payroll for employees covered by the Plan (in thousands) | $5,887 |

Accumulated plan benefits are those future periodic payments, including lump-sum distributions that are attributable under the County Pension Plan's provisions to the service employees have rendered. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated employees or their beneficiaries, (b) beneficiaries of employees who have died, and (c) present employees or their beneficiaries. Benefits under the County Pension Plan are based on employee compensation. The accumulated plan benefits for active employees are based on their average compensation and credited service ending on the date as of which the benefit information is presented (the valuation date). Benefits payable under all circumstances - retirement, death, disability, and termination of employment - are included, to the extent they are deemed attributable to employee service rendered to the valuation date.

The actuarial present value of accumulated plan benefits is that amount that results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of money (through discounts for interest) and the probability of payment (by means of decrements such as for death, disability, withdrawal, or retirement) between the valuation date and the expected date of payment. An actuarial valuation of the County Pension Plan is performed annually each January 1, and an update is performed to determine the Actuarial Value of Assets And Actuarial Accrued Liability.

Effective as of the January 1, 2025 valuation, the Fulton County Employees Retirement System Board approved a lower assumed rate of return from 6.70% to 6.60%. These changes affected the actuarial liability by $16.9 million. There were no changes in plan provisions from the last valuation date.

The System's total and net pension liability for the years ended December 31, 2024 and 2023 are as follows:

| Fiscal Year Ended | Total Pension Liability | Fiduciary Net Position | Net Pension Liability | Fiduciary Net Position as a Percentage of Total Pension Liability |
|---|---|---|---|---|
| December 31, 2024 | $1,897,479 | $1,523,324 | $374,155 | 80.28% |
| December 31, 2023 | 1,900,928 | 1,453,658 | 447,270 | 76.47% |

*Sensitivity of the Net Pension Liability to Changes in the discount rate*. The following presents the net pension liability of the County, calculated using the discount rate of 6.60%, and the System's net pension liability would be if it were calculated using a discount rate this is one-percentage-point lower (5.60%) or one-percentage-point higher (7.60%) than the current rate.

| | 1% Decrease (5.60%) | Current Discount (6.60%) | 1% Increase (7.60%) |
|---|---|---|---|
| System's net pension liability | $559,258 | $374,155 | $216,427 |

The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rates (as a percentage of pay) and the County contributions will be made equal to the actuarial determined contribution. Based on these assumptions, the County Pension Plan's fiduciary net position was projected to be available to make all projected benefit payments of current members of the County Pension Plans.

Therefore, the long-term expected rate of return on the pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in Total and Net Pension Liability, and Plan Fiduciary Net Position are shown below.

| | | Total Pension Liability | Plan Fiduciary Net Pension | Net Position Liability |
|---|---|---|---|---|
| **Balances at December 31, 2023** | $ | 1,900,928 | 1,453,658 | 447,270 |
| Changes for the year: | | | | |
| Service cost | | 1,185 | - | 1,185 |
| Interest | | 122,269 | - | 122,269 |
| Benefit changes | | - | - | - |
| Difference between expected and actual experience | | 10,601 | - | 10,601 |
| Change of assumptions | | 16,909 | - | 16,909 |
| Contributions - employer | | - | 61,952 | (61,952) |
| Contributions - employee | | - | 425 | (425) |
| Net investment income | | - | 162,493 | (162,493) |
| Benefit payments, including refunds of employee contributions | | (154,413) | (154,413) | - |
| Administrative expense | | - | (791) | 791 |
| Net changes | $ | (3,449) | 69,666 | (73,115) |
| **Balances at December 31, 2024** | $ | 1,897,479 | 1,523,324 | 374,155 |

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*Methods and assumptions used in the calculations of actuarially determined contributions*. The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

| | |
|---|---|
| Valuation Date | January 1, 2025 |
| Actuarial cost method | Entry Age Normal. |
| Amortization method | Level Dollar, closed period. |
| Remaining amortization period | 9-year average remaining, depending on which bases. |
| Asset valuation method | Market value of assets less unrecognized returns in each of the last five years. Unrecognized return is equal to the difference between the actual market return and the expected return on the actuarial value, and is recognized over a five-year period, further adjusted, if necessary, to be within 20% of the market value. |
| Investment rate of return | 6.60% (1/1/2025 valuation). The net investment return assumption is a long-term estimate derived from historical data, current and recent market expectations, and professional judgment. As part of the analysis, a building block approach was used that reflects inflation expectations and anticipated risk premiums for each of the portfolio's asset classes, as well as the System's target asset allocation. |
| Inflation rate | 2.5%. |
| Projected salary increases | 3.0%-6.0% depending on age, and if Public Safety employee. |
| Mortality Rates-Pre-Retirement | Pre-2012 Employee Blue Collar Amount-weighted Mortality Tables, sex-distinct, projected generationally with Scale MP-2020 from 2012. |
| Mortality Rates-Healthy Annuitants | Pre-2012 Healthy Retiree Blue Collar Amount-weighted Mortality Tables times 105% for Males, (no adjustment for Females) projected generationally with Scale MP-2020 from 2012. |
| Mortality Rates-Disabled Annuitants | Pre-2012 Disables Retiree Amount-weighted Mortality Tables, sex-distinct, projected generationally with Scale MP-2020 from 2012. |

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The following presents target allocations and long term expected rates of return for the Plan. The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These rates are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the pension plan's target asset allocation as of December 31, 2024 as shown below.

| Asset Class | Target Allocation | Long-Term Expected Real Rate of Return[1] |
|---|---|---|
| U.S. Large Cap Equity | 31.50% | 6.90% |
| U.S. Small/Mid Cap Equity | 14.00% | 7.70% |
| International Large Cap Equity | 12.50% | 6.50% |
| Emerging Market Equity | 5.00% | 9.40% |
| International Small Cap Equity | 5.00% | 7.80% |
| Bank Loans | 5.00% | 6.80% |
| Domestic Fixed Income | 20.00% | 5.30% |
| Asset Allocation (60/40 EQ/Fl Tft) | 7.00% | 6.40% |
| | 100.00% | |

[1] Expected real rate of return is net of inflation.

**Pension Expense and Deferred Outflows of Resources Related to Pensions**

The following table provides a summary of the deferred inflows and outflows related to pensions as of December 31, 2024 (the measurement date).

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Net difference between project and actual earnings on plan investments | - | $5,139 |
| Total | - | $5,139 |

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

| Year Ended December 31: | Deferred Outflows of Resources (a) | Deferred Inflows of Resources (b) | Amount recognized in Pension Expenses as an Increase or (Decrease) to Pension Expense (a)-(b) |
|---|---|---|---|
| 2025 | - | $15,599 | $(15,599) |
| 2026 | - | 33,302 | (33,302) |
| 2027 | - | (40,399) | 40,399 |
| 2028 | - | (13,641) | 13,641 |
| Thereafter | - | - | - |
| Total | - | $(5,139) | $5,139 |

Note: In accordance with Paragraph 71 of GASB Statement 68, the difference between projected and actual earnings on investments is recognized over a closed five-year period. Assumption changes and the difference between expected and actual total pension liability experience are each recognized over a closed period equal to the average of the expected remaining service lives of all employees that are provided with pensions through the pension plan (active employees and inactive employees), determined as of the beginning of the measurement period. For 2024, the period is one year and, therefore, those changes are recognized immediately.

*Fulton County Employees' Retirement System Supplemental Plan*. On January 1, 2000, the Fulton County Employees' Retirement System Supplemental Plan (the "County Supplemental Plan") was created to pay benefits in excess of the limitations required for compliance with federal tax laws. The accrued liability estimate for the County Supplemental Plan is approximately $1.4 million as of January 1, 2025, biannual actuarial valuation date. Plan assets total $1.1 million, and the unfunded balance is $.3 million which is being amortized on a 2-year level dollar method. Participant information, actuarial funding methods, and other assumptions are the same as the Fulton County Employees' Retirement System. This liability does not appear on the actuarial information presented for the County Pension Plan.

Complete financial statements for the Plan can be obtained at the following address:

Fulton County
Suite 7001, 141 Pryor Street, N.W.
Atlanta, Georgia 30303

*Defined Contribution Plan*. The Fulton County Defined Contribution Pension Plan (the "Defined Contribution Plan") was established in June 1999 to provide retirement benefits for new employees, appointees and other County officials, as the defined benefit plan was closed. Empower Retirement, who acquired Mass Mutual, serves as an independent administrator of the Defined Contribution Plan. At December 31, 2024, the Defined Contribution Plan had 6,274 total participants who contributed 6% of their pensionable earnings, approximately $18,809 during Fiscal Year 2024. The County also contributed $25,173 which was 8% of their pensionable earnings throughout the year. The County also contributed an additional $2,005 in matched funds into the Defined Contribution Plan for those Participants electing to participate in the Deferred Compensation Plan (as defined herein). Participants fully vest the matched contributions over a five-year period. Plan provisions and contribution requirements are established by and may be amended by the Board of Commissioners.

*Deferred Compensation Plan*. The County has adopted a deferred compensation plan (the "Deferred Compensation Plan") in accordance with the 2001 revisions of Section 457 of the Internal Revenue Code. The Deferred Compensation Plan, available to all County employees, allows an employee to voluntarily defer a certain percentage of gross compensation, not to exceed $23 for those less than 50 years of age, and an additional $7.5 for all others above 50 years of age. The Deferred Compensation Plan assets are held in custodial accounts for the exclusive benefit of the Deferred Compensation Plan participants and their beneficiaries and, therefore, the Deferred Compensation Plan assets and liabilities are not recorded on the County's financial statements. **Empower Retirement, who acquired Mass Mutual, serves as an independent administrator of the plan.**

*Other Post-Employment Benefits*. The County, through the Board of Commissioners' action, provides single employer health care and life insurance benefits for retired employees through an independent third-party administrator, in which all of the County's employees may become eligible for these benefits if they reach normal retirement age while working for the County. The County contributes 75-90% of the premium cost for health care coverage, based upon the plan chosen by the participant and what required employee match existed at separation date. The County also contributes 100% of the premium cost for $10 of life insurance coverage for those employees retiring after December 1, 1988. The County pays 75% of the life insurance premiums for those persons who retired prior to December 1, 1988. The total cost to provide retiree health care and life insurance benefits, in the Health Insurance Stabilization fund, an internal service fund, is recognized as paid; such costs approximated $51,133 in 2024, as compared to $39,688 in 2023. The County contributions to this liability is funded by the above Health Insurance Stabilization fund, which in turn is funded by premiums charged to primarily the County's General fund as well as other funds consisting of payroll costs.

In accordance with GASB Statement No. 74 and 75, Accounting and Financial Reporting by Employers for Postemployment Benefit Plans Other Than Pension Plans, as well as GASB, the County's annual other postemployment benefit ("OPEB") cost is calculated based on the actuarially determined employer contribution of the employer ("ADEC") which is required to be actuarially determined biannually.

The Actuarially Determined Employer Contribution and Total OPEB Obligation amounts were determined under the Entry age normal, lever percentage of pay method. As of the January 1, 2025 evaluation date, the number

of retirees with current health care coverage was 3,214. Approximately 4,109 active employees are covered in this plan.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of future events. Examples include assumptions of future employment, mortality, and health care cost trends. Amounts determined regarding annual required contributions are subject to revision as results are compared with past expectations and new estimates are made about future trends. Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the County and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the County and plan member to that point. There are no legal or contractual funding limitations that would potentially affect the projection of benefits for financial accounting purposes. The actuarial methods and assumptions used include techniques designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

The County did not contribute to the irrevocable trust fund in 2024 but has $10,473 dedicated to pay for future OPEB claims against the current unfunded accrued actuarial liability of $1,344,272.

Summary of Key Valuation Result: Total OPEB Liability (TOL) represents the value of all future benefit payments for current retirees and active employees taking into account assumptions about demographics, turnover, mortality, disability, retirement, health care trends, and other actuarial assumptions (in thousands).

| | **12/31/2024** | **12/31/2023** |
|---|---|---|
| Net OPEB Liability | $1,333,799 | $1,330,643 |
| Annual OPEB Expense | 143,991 | 102,368 |
| Service cost of beginning of year | 91,380 | 145,004 |
| Total Covered Payroll | 301,039 | 283,969 |

*OPEB Plan Provisions and Eligibility*. Eligibility for medical, vision, dental and life insurance benefits depends, in part, upon the retirement plan in which an employee participates. The conditions below are separated based on the retirement plan participation.

Defined Benefit Pension plan participants: Retirees from active service are eligible to receive above benefits provided they satisfy one of the following:

(1) Qualify for unreduced retirement when leave employment:
    *After age 65 with 10 years of service
    *After age 60 with at least 15 years of service
    *After 10 years of service upon which the sum of age and years of service Equal or exceed 79.
(2) Leave employment due to disability in line of duty for peace officers.
(3) Leave employment due to disability after 10 years of service.
(4) Leave employment after 15 years of service
(5) Leave employment due to reduction in workforce after age 55 with 10 years of service.

Defined Contribution Pension plan participants who transferred from the above defined benefit plan prior to 2002 are eligible to receive above benefits provided they satisfy one of the following:

(1) Leave employment after 15 years of service
(2) Leave employment due to reduction in workforce after age 55 with 10 years of service.
(3) Leave employment as a peace officer after age 55 with 25 years of service.

Defined Contribution Pension plan participants who never participated in the above defined benefit plan are eligible to receive above benefits provided they satisfy one of the following:

(1) Qualify for unreduced retirement when leave employment:
*After age 65 with 10 years of service
*After age 60 with at least 15 years of service
*After 10 years of service upon which the sum of age and years of service Equal or exceed 80.
(2) Leave employment due to disability in line of duty for peace officers.
(3) Leave employment due to disability after 10 years of service.

Excluded from eligibility for above benefits are:

(1) Contract employees.
(2) Seasonal employees.
(3) Temporary employees.
(4) Employees working for Family & Children Services.
(5) Employees working for Adult Probation.
(6) Employees working for Fulton County Housing Authority

*Sensitivity of the Net OPEB Liability to Changes in the discount rate and healthcare cost trend rates*. The following presents the net OPEB liability of the County, calculated using the discount rate of 4.08%, and the System's net OPEB liability would be if it were calculated using a discount rate 1% lower (3.08%) or 1% higher (5.08%) than the current rate. Also shown are the net OPEB liabilities if the rates if healthcare trends rates were 1% lower and 1% higher than the current healthcare trend rate.

| | **Discount Rates** | | |
|---|---|---|---|
| | **1% Decrease (3.08%)** | **Current (4.08%)** | **1% Increase (5.08%)** |
| Net OPEB Liability | $1,548,457 | $1,333,799 | $1,161,290 |

| | **Healthcare Trend Rates** | | |
|---|---|---|---|
| | **1% Decrease** | **Current** | **1% Increase** |
| Net OPEB Liability | $1,150,736 | $1,333,799 | $1,564,938 |

The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rates (as a percentage of pay) and the county contributions will be made equal to the actuarial determined contribution. Based on these assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected benefit payments of current plan members. Therefore, the long-term expected rate of return on the OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

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*OPEB Expense and Deferred Outflows of Resources Related to OPEB*. The County recognized total OPEB expense of $143,990 for the year ended December 31, 2024, all within the governmental activities. Included in OPEB expense are recognized amounts related to the deferred outflows and inflows of resources for OPEB's. These deferred outflows consist of $23,922 comprised of the difference between expected and actual experience, and $186,917 for changes in assumptions or other inputs, offset by deferred inflows comprised of the difference between expected and actual experience of $284,812, change of assumptions or other inputs of $177,684, and the net difference between projects and actual earnings of $135. The combined deferred outflows and inflows of $251,792 are being recognized each year as shown below until fully recognized, approximately 6 years.

| Year ended December 31: | Deferred Outflows of Resources (a) | Deferred Inflows of Resources (b) | Amount recognized in OPEB Expenses as an Increase or (Decrease) to OPEB Expense (a)-(b) |
|---|---|---|---|
| 2025 | $125,462 | $124,286 | $1,176 |
| 2026 | 17,097 | 124,286 | (107,189) |
| 2027 | 17,097 | 124,685 | (107,588) |
| 2028 | 17,097 | 29,946 | (12,849) |
| 2029 | 17,097 | 29,714 | (12,617) |
| Thereafter | 16,989 | 29,714 | (12,725) |
| Total | $210,839 | $462,631 | $(251,792) |

*Schedule of Contributions*.

Changes in Total and Net OPEB Liability, and Plan Fiduciary Net Position are shown below:

| | Total OPEB Liability | Plan Fiduciary Net Position | Net OPEB Liability |
|---|---|---|---|
| **Balances at December 31, 2023** | $1,339,358 | $8,715 | $1,330,643 |
| Changes for the year: | | | |
| Service cost | 91,380 | - | 91,380 |
| Interest | 52,350 | - | 52,350 |
| Difference between expected and actual experience | (207,993) | - | (207,993) |
| Change of assumptions | 116,561 | - | 116,561 |
| Contributions - employer | - | - | - |
| Contributions - employee | - | - | - |
| Net investment income | | 1,758 | (1,758) |
| Benefit payments | (47,384) | - | (47,384) |
| Administrative expense | - | - | - |
| Net changes | $4,914 | $1,758 | $3,156 |
| **Balances at December 31, 2024** | $1,344,272 | $10,473 | $1,333,799 |

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The County's annual OPEB cost was $143,990 and net OPEB liability and changes in the net OPEB liability for the year ended December 31, 2024 are presented below:

| **Change in Net OPEB Liability** | | **2024** |
|---|---|---|
| Service Cost | $ | 91,380 |
| Interest expense | | 52,350 |
| Difference between expected and actual experiences | | |
| Change in assumption | | (91,432) |
| Benefit payments | | (47,384) |
| Investment Income- OPEB trust fund | | (1,758) |
| Change in net OPEB liability | | 3,156 |
| **Net OPEB liability - January 1** | | 1,330,643 |
| **Net OPEB liability - December 31** | $ | 1,333,799 |

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*Methods and assumptions used in the calculations of actuarially determined contributions for the total OPEB liability*. The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

| | |
|---|---|
| Valuation Date | December 31, 2024 |
| Normal Cost and Actuarial Accrued Liability | Entry age normal, level percentage of pay |
| Actuarial Value of Assets | Equal to Market Value |
| Amortization of Unfunded Accrued | In accordance with requirements of GASB 75 |
| Actuarially Determined Contribution | Set equal to Annual OPEB expense |
| Termination rates before retirement due to Disability or Withdrawals | Rates used - Age 40-60 used 0% |
| Disability | 50% of 1975 SSA Study |
| Investment rate of return | 6.80%. |
| Discount Rate | 4.08% |
| Healthcare cost trend rate | 7.50% for Anthem medical and Kaiser pre 65 plans, 10% for Anthem prescription and 5% for Medicare Advantage plan in 2024 reduced by .5% annually to 4.5%. 3% for vision. Administrative expense estimated at 3% |
| Projected salary increases | 3.00% |
| Mortality Rates-Pre-Retirement | RP-2014 Blue Collar Mortality Table, adjusted backward to the base year (2006) using Scale MP-2014, and projected generationally from 2006 using Scale MP-2016 |
| Mortality Rates-Healthy Annuitants | Pre-2012 Healthy retiree Blue Collar Amount-weighted Mortality Tables times 105% for Males (No adjustment for Females), with approximate adjustment to reflect generational improvements under Scale MP-2016 |
| Mortality Rates-Disabled Annuitants | Pre-2012 Disabled Retiree Amount-weighted Mortality Table with approximate adjustment to reflect generational improvements under Scale MP-2016 |
| Retirement | Sample Rates after attaining medical benefit eligibility: |

| Age | Rate |
|---|---|
| 50 | 5.00% |
| 55 | 25.00% |
| 60 | 15.00% |
| 62 | 35.00% |
| 65 | 20.00% |
| 70 | 100.00% |

| | |
|---|---|
| Participation | 90% for retiree medical and vision; 100% for life insurance |
| Benefits not valued | All retiree medical, vision, and life insurance benefits not paid 100% by retiree were valued |

*Required Supplementary Information (Unaudited, and in thousands) - Schedule of Contributions from the Employer and Other Contributing Entities*.

**Schedule of Contributions from the Employer and Other Contributing Entities Contributions in Relation to The Actuarially Determined Employer Contribution**

| Year Ended (December 31) | Actuarially Determined Employer Contribution | County Employer Contribution | DFACS Employer Contribution | Total Employer Contribution | Contribution Deficiency (Excess) | Covered Payroll | Contribution as a % of Covered Payroll |
|---|---|---|---|---|---|---|---|
| 2015 | $48,586 | $47,203 | $27 | $47,230 | $1,356 | $27,820 | 169.77% |
| 2016 | 50,493 | 45,953 | 24 | 45,977 | 4,516 | 23,391 | 196.56 |
| 2017 | 52,988 | 57,213 | 15 | 57,228 | (4,240) | 20,374 | 280.89 |
| 2018 | 59,746 | 59,199 | 4 | 59,203 | 543 | 14,845 | 398.81 |
| 2019 | 64,773 | 64,777 | - | 64,777 | (4) | 12,956 | 499.98 |
| 2020 | 66,233 | 68,578 | - | 68,578 | (2,345) | 9,865 | 695.16 |
| 2021 | 62,358 | 71,686 | - | 71,686 | (9,328) | 8,034 | 892.28 |
| 2022 | 56,325 | 64,968 | - | 64,968 | (8,643) | 7,177 | 905.26 |
| 2023 | 61,500 | 65,725 | - | 65,725 | (4,225) | 6,315 | 1040.84 |
| 2024 | 62,340 | 61,952 | - | 61,952 | 388 | 5,887 | 1052.36 |

*Required Supplementary Information (Unaudited, and in thousands) - Schedule of Employer's Net Pension Liability*.

**Schedule of Employer's Net Pension Liability**

| Year Ended (December 31) | Total Pension Liability | Plan Fiduciary Net Position | Net Pension Liability | Plan Fiduciary Net Position as a Percentage of the Total Pension Liability | Covered Payroll | Net Pension Liability as a Percentage of Covered Payroll |
|---|---|---|---|---|---|---|
| 2015 | $1,677,001 | $1,217,955 | $459,046 | 72.63% | $27,820 | 1,650.06% |
| 2016 | 1,706,579 | 1,211,837 | 494,742 | 71.01 | 23,391 | 2,115.10 |
| 2017 | 1,833,170 | 1,382,953 | 450,217 | 75.44 | 20,374 | 2,209.76 |
| 2018 | 1,852,863 | 1,223,532 | 629,331 | 66.03 | 14,845 | 4,239.35 |
| 2019 | 1,865,254 | 1,423,026 | 442,228 | 76.29 | 12,956 | 3,413.31 |
| 2020 | 1,881,914 | 1,548,336 | 333,578 | 82.27 | 9,865 | 3,381.43 |
| 2021 | 1,893,046 | 1,664,070 | 228,976 | 87.90 | 8,034 | 2,850.09 |
| 2022 | 1,900,620 | 1,321,228 | 579,392 | 69.52 | 7,177 | 8,073.17 |
| 2023 | 1,900,928 | 1,453,658 | 447,270 | 76.47 | 6,315 | 7,083.09 |
| 2024 | 1,897,479 | 1,523,324 | 374,155 | 80.28 | 5,887 | 6,355.65 |

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*Required Supplementary Information (Unaudited, and in thousands) - Schedule of Pension Investment Returns*.

**Schedule of Pension Investment Returns**

| Year Ended (December 31) | Annual money-weighted rate of return, net of investment expense |
|---|---|
| 2015 | (0.88)% |
| 2016 | 6.40% |
| 2017 | 20.91% |
| 2018 | (6.00)% |
| 2019 | 23.36% |
| 2020 | 14.56% |
| 2021 | 12.87% |
| 2022 | (15.83)% |
| 2023 | 17.28% |
| 2024 | 11.55% |

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*Required Supplementary Information (Unaudited, and in thousands) - Schedule of Changes in Net Pension Liability Last Ten Fiscal Years*.

**Schedule of Changes in Net Position Liability Last Ten Fiscal Years**
**(in thousands)**

| | 2024 | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 |
|---|---|---|---|---|---|---|---|---|---|---|
| Total Pension Liability | | | | | | | | | | |
| Service cost | $1,185 | $1,302 | $1,499 | $1,895 | $2,434 | $2,700 | $3,768 | $2,348 | $3,283 | $3,678 |
| Interest | 122,269 | 124,111 | 125,520 | 126,615 | 128,358 | 129,377 | 129,929 | 123,205 | 122,576 | 122,562 |
| Change of benefit terms | - | - | - | - | - | - | - | - | - | - |
| Differences between expected and actual experience | 10,601 | 11,312 | 8,989 | 15,210 | 4,636 | 4,854 | 6,717 | 20,982 | 16,293 | 6,262 |
| Change of assumptions | 16,909 | 17,118 | 22,388 | 17,469 | 26,158 | 17,554 | 17,675 | 112,435 | 15,734 | 15,489 |
| Benefit payments, including refunds | (154,413) | (153,535) | (150,822) | (150,057) | (144,926) | (142,094) | (138,396) | (132,378) | (128,309) | (125,402) |
| Net change in total pension liability | (3,449) | 308 | 7,574 | 11,132 | 16,660 | 12,391 | 19,693 | 126,592 | 29,577 | 22,589 |
| Total pension liability - beginning | $1,900,928 | $1,900,620 | $1,893,046 | $1,881,914 | $1,865,254 | $1,852,863 | $1,833,170 | $1,706,578 | $1,677,001 | $1,654,412 |
| Total pension liability - ending (a) | $1,897,479 | $1,900,928 | $1,900,620 | $1,893,046 | $1,881,914 | $1,865,254 | $1,852,863 | $1,833,170 | $1,706,578 | $1,677,001 |
| Plan fiduciary net position | | | | | | | | | | |
| Contributions-employer | $61,952 | $65,725 | $64,968 | $71,686 | $68,578 | $64,777 | $59,203 | $57,228 | $45,977 | $47,230 |
| Contributions-employee | 425 | 427 | 394 | 600 | 778 | 859 | 1,110 | 1,358 | 1,633 | 1,868 |
| Net investment income | 162,493 | 220,634 | (256,661) | 194,154 | 201,615 | 276,707 | (80,562) | 245,564 | 75,369 | (11,187) |
| Benefit payments, including refunds | (154,413) | (153,535) | (150,822) | (150,057) | (144,926) | (142,094) | (138,396) | (132,378) | (128,309) | (125,402) |
| Administrative expense | (791) | (821) | (721) | (649) | (735) | (755) | (776) | (656) | (788) | (581) |
| Net change in plan fiduciary net position | $69,666 | $132,430 | $(342,842) | $115,734 | $125,310 | $199,494 | $ (159,421) | $171,116 | $(6,118) | $(88,072) |
| Plan fiduciary net position - beginning | $1,453,658 | $1,321,228 | $1,664,070 | $1,548,336 | $1,423,026 | $1,223,532 | $1,382,953 | $1,211,837 | $1,217,955 | $1,306,027 |
| Plan fiduciary net position - ending (b) | $1,523,324 | $1,453,658 | $1,321,228 | $1,664,070 | $1,548,336 | $1,423,026 | $1,223,532 | $1,382,953 | $1,211,837 | $1,217,955 |
| Net pension liability - ending (a) - (b) | 374,155 | 447,270 | 579,392 | 228,976 | 333,578 | 442,228 | 629,331 | 450,217 | 494,741 | 459,046 |
| Plan fiduciary net position as a percentage of the Total pension liability | 80.28% | 76.47% | 69.52% | 87.90% | 82.27% | 76.29% | 66.03% | 75.44% | 71.01% | 72.63% |
| Covered payroll | $5,887 | $6,315 | $7,177 | $8,034 | $9,865 | $12,956 | $14,845 | $20,374 | $23,391 | $27,820 |
| Net pension liability as a percentage of covered payroll | 6355.65% | 7083.09% | 8073.17% | 2850.08% | 3381.55% | 3413.37% | 4239.26% | 2209.76% | 2115.09% | 1650.06% |

Assumption changes as of the 1/1/25 Valuation: The Board approved changes to reduce the net investment return from 6.70% to 6.60% as of December 31, 2024.

Assumption changes as of the 1/1/24 Valuation: The Board approved changes to reduce the net investment return from 6.80% to 6.70% as of December 31, 2023.

*Notes to Required Supplementary Information (Unaudited, and in thousands) - Schedule of Changes in the Net Pension Liability*. The total pension liability contained in this schedule was provided by the Plan's actuary, Segal Consulting. The net pension liability is measured as the total pension liability less the amount of the fiduciary net position of the Plan.

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*Required Supplementary Information (Unaudited, and in thousands) - Schedule of Changes in Net OPEB Liability and Related Ratios Last Ten Fiscal Years*. The following table presents the Schedule of Changes in Net OPEB Liability and Related Ratios Last Ten Fiscal Years.

**Schedule of Changes in Net OPEB Liability and Related Ratios Last Ten Fiscal Years**
**(in thousands)**

| | | 2024 | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|---|---|---|
| Total OPEB Liability | | | | | | | | |
| Service cost | $ | 91,380 | 145,004 | 145,004 | 32,073 | 32,073 | 31,887 | 30,661 |
| Interest | | 52,350 | 39,040 | 39,040 | 40,500 | 40,501 | 38,229 | 36,754 |
| Change of benefit terms | | - | - | - | - | - | - | - |
| Differences between expected and actual experience | | (207,993) | (35,510) | (213,063) | - | 128,147 | - | 5,236 |
| Change of assumptions | | 116,561 | (59,228) | (355,369) | - | 522,046 | - | - |
| Benefit payments | | (47,384) | (39,688) | (44,597) | (36,442) | (40,796) | (40,796) | (34,883) |
| Net change in total OPEB liability | | 4,914 | 49,618 | (428,985) | 36,131 | 681,971 | 29,320 | 37,768 |
| Total OPEB liability - beginning | | 1,339,358 | 1,289,740 | 1,718,725 | 1,682,594 | 1,000,623 | 971,303 | 933,535 |
| Total OPEB liability - ending | $ | 1,344,272 | 1,339,358 | 1,289,740 | 1,718,725 | 1,682,594 | 1,000,623 | 971,303 |
| Plan fiduciary net position | | | | | | | | |
| Contributions-employer | $ | - | - | - | - | - | - | - |
| Contributions-employee | | - | - | - | - | - | - | - |
| Net investment income | | 1,758 | 1,571 | (1,476) | 1,498 | 950 | 1,236 | (226) |
| Benefit payments | | - | - | - | - | - | - | - |
| Administrative expense | | - | - | - | - | - | - | - |
| Net change in plan fiduciary net position | $ | 1,758 | 1,571 | (1,476) | 1,498 | 950 | 1,236 | (226) |
| Plan fiduciary net position - beginning | $ | 8,715 | 7,144 | 8,620 | 7,122 | 6,172 | 4,936 | 5,162 |
| Plan fiduciary net position - ending | $ | 10,473 | 8,715 | 7,144 | 8,620 | 7,122 | 6,172 | 4,936 |
| Net OPEB Liability - ending | $ | 1,333,799 | 1,330,643 | 1,282,596 | 1,710,105 | 1,675,472 | 994,451 | 966,367 |
| Plan fiduciary net position as a percentage of the Total OPEB liability | | 0.78% | 0.64% | 0.55% | 0.49% | 0.42% | 0.62% | 0.51% |
| Covered payroll | $ | 301,038 | 283,969 | 283,969 | 223,191 | 223,191 | 271,171 | 260,742 |
| Net OPEB liability as a percentage of covered payroll | | 443.07% | 468.59% | 451.67% | 766.21% | 750.69% | 366.72% | 370.62% |

Note: Schedule is intended to show information for 10 years. Additional years will be displayed as information becomes available. See accompanying notes to required supplementary information and accompanying independent auditors report.

*Notes to Required Supplementary Information (Unaudited, and in thousands) - Schedule of Contributions from the Employer and Other Contributing Entities*. The required contributions and percentage of those contributions actually made are presented in the schedule.

*Notes to Required Supplementary Information (Unaudited, and in thousands) - Actuarial Methods and Assumptions*.

Changes of assumptions-Pension: Effective as of the January 1, 2025 valuation, the Fulton County Employees Retirement System Board approved a lower assumed rate of return from 6.70% to 6.60%. These changes affected the actuarial liability by $16.9 million as of the date of this valuation.

Methods and assumptions used in the calculations of actuarially determined contributions: The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

| | |
|---|---|
| Valuation Date | January 1, 2025 |
| Actuarial cost method | Entry age Normal |
| Amortization method | Level Dollar, closed period |
| Remaining amortization period | 9-year average remaining, depending on which bases |
| Asset valuation method | Market value of assets less unrecognized returns in each of the last five years. Unrecognized return is equal to the difference between the actual market return and the expected return on the actuarial value, and is recognized over a five-year period, further adjusted, if necessary, to be within 20% of the market value |
| Inflation rate | 2.5% |
| Projected salary increases | 3.0-6.0%, depending on age, and if Public Safety employee |
| Investment rate of return | 6.60%. The net investment return assumption is a long-term estimate derived from historical data, current and recent market expectations, and professional judgment. As part of the analysis, a building block approach was used that reflects inflation expectations and anticipated risk premiums for each of the portfolio's asset classes, as well as the System's target asset allocation |
| Mortality Rates-Pre-Retirement | Pre-2012 Employee Blue Collar Amount-weighted Mortality Tables, sex-distinct, projected generationally with Scale MP-2020 from 2012 |
| Mortality Rates-Healthy Annuitants | Pre-2012 Healthy Retiree Blue Collar Amount-weighted Mortality Tables times 105% for Males (No adjustment for Females), projected generationally with Scale MP-2020 from 2012 |
| Mortality Rates-Disabled Annuitants | Pre-2012 Disables Retiree Amount-weighted Mortality Tables, sex-distinct, projected generationally with Scale MP-2020 from 2012 |

Changes of assumptions-OPEB: Assumption changes for the December 31, 2024 OPEB valuation are summarized below.

- The effective discount rate from the 20-year Bond GO Index for December 31, 2024 was 4.08%. For the December 31, 2022 measurement date, the discount rate used was 3.72%.
- Healthcare cost and trend assumptions were updated to reflect most recent experience and projections.
- The actuarial factors used to estimate individual and spouse costs by age and by gender were updated based on a review of historical claims experience by age, gender and status.
- Inflation rate updated to 2.0% from the 2.5% used in the previous study.

## THE SYSTEM

### System Management

The System is administered by the County through the Board of Commissioners. The County Manager and David E. Clark, P.E., the Director of Public Works are charged with the responsibility of daily operation and maintenance of the System. Mr. Clark reports directly to the County Manager.

Mr. Clark has over 30 years of experience in county public works functions specializing in transportation and the operation of water and wastewater treatment systems. He has been the Director of Public Works for Fulton County since May 2016 and prior to this appointment he was the Director of Public Works for Athens-Clarke County for 17 years. Mr. Clark is a registered professional engineer in the State and holds a Master's degree in Civil Engineering from Purdue University.

### Water System

*General*. The County owns and operates the water system which serves the area of the County located north of the Chattahoochee River (the "Water System"). In general, the Water System consists of transmission and distribution mains, booster pumping stations, storage tanks, valves, fire hydrants, meters, service connections and related appurtenances. The County purchases its potable water supply from the Atlanta Fulton County Water Treatment Plant (the "Atlanta/Fulton Plant") and distributes drinking water to its customers located north of the Chattahoochee River (the "North Fulton County Area"). The County shares ownership of the Atlanta/Fulton Plant with the City of Atlanta (50/50 split) and is represented on the Atlanta Fulton County Water Resources Commission (the "Water Resources Commission"), which is responsible for the management and operation of the facility. The County has no water facilities in the area of the County located south of the City of Atlanta (the "South Fulton County area"). The majority of the South Fulton County area obtains its water service from the City of Atlanta.

*North Fulton County Area*. The County provides potable water to almost 81,000 retail and wholesale customers located in the North Fulton County area. The County purchases treated water from the Atlanta/Fulton Plant which has 90 million gallons per day ("MGD") permitted production capacity. The raw water supply for the Atlanta/Fulton Plant is obtained from the Chattahoochee River. Treated water supplied to the County is metered separately from the water supplied to the City of Atlanta.

The County owns and operates the water distribution system for the North Fulton County area. The majority of the Water System was installed after 1980. The Water System includes more than 1,200 miles of 8- to 54-inch diameter water mains, as well as service connections, meters, hydrants, valves, and related appurtenances. The Water System also includes nine elevated storage tanks and three ground storage tanks that provide a total of 16.7 million gallons of storage. The tanks range in size from 0.2 MG to 4 MG. The ground storage tanks are not equipped to provide pumped storage. The ground storage tanks are used to maintain service during seasonal peak demand periods and temporary service interruptions. The elevated storage tanks are used to maintain pressure in the distribution system as well as to provide the Water System with fire flow protection.

The County believes that the Water System is well maintained and in very good operating condition. The majority of the water mains are either cement-lined cast iron or ductile iron pipe. The County completed a program of replacing all existing asbestos-cement pipe in its distribution system with ductile iron pipe.

In Fiscal Year 2024, the Water System experienced 24 water main failures, 6 damaged water mains, 44 service line failures and 13 damaged service lines. The necessary repairs were performed by either County maintenance crews or by outside contractors that have been pre-contracted to perform emergency work on a standby basis.

The County has a valve exercising program and an ongoing fire hydrant repair/testing program. The non-revenue water percentage for Fiscal Year 2024 was 8%, a low percentage for a system of this size.

The County sells water on a wholesale basis to the City of Roswell and to Forsyth County at the same rates applicable to all wholesale customers. The City of Roswell owns and operates a 1.2 MGD water treatment plant and three elevated storage tanks, which it uses to serve approximately one-fourth of the area within the Roswell city limits. The County provides water service on a retail basis to the remainder of the City of Roswell. During peak times, the City of Roswell purchases water from the County to supplement its requirements; accordingly, the City of Roswell's water tanks are designed so that they may be filled from the County's distribution system.

Prior to the construction of its 14 MGD water treatment facility, Forsyth County purchased water from the County to serve the southern section of Forsyth County. With the new treatment facility being operational, Forsyth County only purchases water from the County for emergency purposes.

The following table presents the current water withdrawal permit, the average Atlanta and Fulton County daily demand, and the County average daily demand of Atlanta/Fulton County Water Treatment Plant for Fiscal Year 2024:

**Capacity of Atlanta/Fulton Water Treatment Plant**

| | Current Water Withdrawal Permit (MGD) | 2024 Average Atlanta and Fulton County Daily Demand (MGD) | 2024 Fulton County Average Daily Demand (MGD) |
|---|---|---|---|
| Atlanta/Fulton County Water Treatment Plant | 90[1] | 46.25 | 30.27 |

[1] 50% of the withdrawal rights are allocated by contractual arrangement to the County.

Source: System Records.

The Water Resources Commission originally planned to expand the Atlanta/Fulton Water Treatment Plant from a 90 MGD capacity to a 135 MGD capacity to meet the anticipated customer growth in the areas that it serves, including North Fulton County. Due to water conservation measures undertaken over the past 10 years, the expansion has been deferred. However, usage and expansion needs are being reviewed monthly and the expansion will proceed as and to the extent the demand warrants. The "Water Supply and Conservation Management Plan" prepared by the Metropolitan North Georgia Water Planning District (the "Regional Planning District") for the 16 counties in the planning region includes the expansion from 90 MGD to 135 MGD to meet projected water supply requirements through the year 2030 in the plan. For a more detailed discussion of the litigation among the States regarding water rights, see "REGULATORY MATTERS - Water System" herein.

*Sandy Springs Area*. The distribution system for the Sandy Springs area (south of the Chattahoochee River and north of the Atlanta city limits) is owned and operated by the City of Atlanta. Residential water service for the Sandy Springs area is supplied and billed directly by the City of Atlanta.

*South Fulton County Area*. The County does not own and/or operate any drinking water facilities serving the South Fulton County area. County residents in the South Fulton County area are served by the City of Atlanta or the City of East Point depending on the customer's location.

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The following table presents the historical average daily demand and maximum daily demand for the Water System provided by the Atlanta/Fulton Water Treatment Plant for Fiscal Years 2020 through 2024.

**Historical Water System Demands**

| | Years Ended December 31 | | | | |
|---|---|---|---|---|---|
| | **2020** | **2021** | **2022** | **2023** | **2024** |
| Average Daily Flow (MGD) | 26.43 | 26.91 | 27.99 | 27.64 | 30.27 |
| Maximum Daily Flow (MGD) | 36.37 | 40.08 | 41.79 | 39.18 | 47.94 |

Source: System Records.

The following table presents the number of connections to the Water System as of December 31 of the years shown:

**Water System Connections**

| Year | Connections |
|---|---|
| 2020 | 77,524 |
| 2021 | 77,899 |
| 2022 | 78,640 |
| 2023 | 79,228 |
| 2024 | 80,854 |

Source: System Records.

The following table presents the ten largest users of the Water System and the revenues derived from such customers for the twelve months ended December 31, 2024. No independent investigation has been made of, and consequently no representation can be made as to, the stability or financial condition of any of the customers listed below or that such customers will continue to maintain their status as major customers of the System.

**Largest Users of Water System**

| | **Average Monthly Water Usage (million gallons)** | **Total Water Billings[(1)]** | **Percentage of Water Revenues [(1)]** |
|---|---|---|---|
| ALCON LABORATORIES | 36.68 | $1,908,909.48 | 3.84% |
| WRPV XIV ROSWELL VILLAGE, LLC | 3.26 | 169,437.57 | 0.34 |
| ABBOTTS BRIDGE PLACE HOA | 3.01 | 156,148.22 | 0.31 |
| AVALON NORTH LLC | 2.33 | 121,794.27 | 0.24 |
| CALIBRE CREEK APT | 2.32 | 121,489.37 | 0.24 |
| SMRE ROSWELL LLC | 2.32 | 120,910.71 | 0.24 |
| BELL FUND VII AVALON, LLC | 2.30 | 119,636.02 | 0.24 |
| 401 HUNTINGTON DRIVE, LLC | 2.25 | 117,482.78 | 0.24 |
| IMT CAPITAL III DEERFIELD, LLC | 2.20 | 115,160.80 | 0.23 |
| WRPV XIV DEERFIELD VILLAGE MILTON, LLC | 2.10 | 108,597.97 | 0.22 |
| **Total** | | **$3,059,567.19** | **6.15%** |

(1) Based on Fiscal Year 2024 total metered revenues of $49,733,506.76.

Source: System Records.

**Sewerage System**

*General*. The County owns and operates the wastewater collection systems that serve customers located outside of the City of Atlanta in North and South Fulton County. In addition, the County owns and operates wastewater treatment plants that serve North Fulton County and South Fulton County. The County conveys wastewater that it collects in the Sandy Springs area to wastewater treatment facilities owned and operated by either the City of Atlanta or Cobb County under treatment and disposal contracts with those governments. The County also has contracts with the City of Atlanta and Clayton County to receive and treat flows from portions of South Fulton County. In general, the County's sewerage system consists of three wastewater treatment plants in North Fulton County, one wastewater treatment plants in South Fulton County. The conveyance system consists of more than 2,400 miles of interceptor, trunk and sanitary sewers, and force mains, two water reuse distribution systems, 50 sewerage lift stations, over 60,500 manholes, service connections, and related appurtenances (the "Sewerage System").

The County currently provides wastewater collection and treatment service approximately 106,000 customers of which approximately 58,000 customers are located in the North Fulton County and Sandy Springs areas, and approximately 48,000 customers are located in the South Fulton County area. The total service area covers 285 square miles. The County has four wastewater treatment plants which are: Big Creek Water Reclamation Facility ("WRF"), Johns Creek Environmental Campus, Little River WRF, and Camp Creek WRF and Little Bear Creek Water Pollution Control Plant ("WPCP"). These facilities treat wastewater from customers in the County as well as flows received from several municipalities. A portion of the wastewater generated within the County is treated by facilities not owned by the County, which include a combination of sewer authorities in neighboring counties. The County's wastewater collection system receives flows from the cities of Atlanta, Alpharetta, Roswell, Milton, Johns Creek and Mountain Park in North Fulton County and East Point, College Park, Union City, Fairburn, South Fulton, Chattahoochee Hills, and Palmetto in South Fulton County as well as flow from Cobb County, DeKalb County and Forsyth County. The County's wastewater collection system also serves unincorporated areas within the County. The remaining areas, primarily in the extreme north and southwest corners of the County do not have public sewer systems.

The County believes that its wastewater treatment plants are in good operating condition and are well maintained. However, customer growth within the County has required the use of a majority of the available treatment capacity of the existing plants, particularly in North Fulton County. In 2015, Fulton County completed the North Fulton County Capacity Study to evaluate the existing and proposed wastewater treatment capacity needed. The recommendations addressed the need to expand treatment capacity in the Johns Creek Basin to 20 MGD and the Big Creek WRF from 24 to 38 MGD. The completion of the Johns Creek Environmental Campus meets the needs of the Johns Creek Basin. The design of the Big Creek expansion began in 2017 and was completed in 2025. In 2019, Fulton County completed the South Fulton Wastewater Capacity Study to evaluate the existing and proposed wastewater treatment capacity needed in the South Fulton area of the County. The recommendations therein addressed the need to expand the capacity of the Camp Creek WRF from 24 MGD to 48 MGD, with a design phase presently forecast to begin in Fiscal Year 2027 followed by construction beginning in Fiscal Year 2029. See "CAPITAL IMPROVEMENT PROGRAM" herein. Included in the current Capital Improvement Program (as defined herein) are projects that will follow these recommendations and further reduce the infiltration and inflow in the sewer collection system.

Some sewers in the County's wastewater collection system are more than 60 years old. Infiltration and inflow affect all of the County's facilities and have contributed to permit violations as well as overflows throughout the wastewater collection system. Sanitary sewer evaluation studies conducted for the County have greatly enhanced the understanding of the wastewater collection system as well as identified those areas where infiltration and inflow reductions are needed. The County has completed a thorough investigation of the wastewater collection system to identify specific locations for rehabilitation and reconstruction projects.

Each of the County-owned wastewater treatment plants and their respective service areas are described below.

*North Fulton County Area*. There are three County-owned wastewater treatment plants in the North Fulton County area.

**Big Creek WRF**. The Big Creek WRF is the largest treatment facility in the North Fulton County area. The WRF treats flows from North Fulton County and portions of Cobb, DeKalb and Forsyth counties.

The collection area flowing to the Big Creek WRF consists primarily of residential and commercial users and provides service to approximately 67 square miles or 61% of the North Fulton County area. Big Creek WRF has a permitted capacity of 32 MGD. The plant discharges treated effluent to the Chattahoochee River and meets effluent permit requirements. The County has completed interim improvements at the plant.

**Johns Creek Environmental Campus**. The Johns Creek Environmental Campus, completed in the fall of 2009, has a permitted capacity of 15 MGD and provides service to approximately 32 square miles or 29% of the North Fulton County area. The membrane technology facility discharges treated effluent to the Chattahoochee River and meets effluent permit requirements. In 2018, the County completed a water reuse water line project to return up to 5 MGD from this treatment facility to 8 high volume irrigation users in the City of Johns Creek.

**Little River WRF**. The Little River WRF is currently a 2.6 MGD facility located in Woodstock in neighboring Cherokee County, serving Mountain Park and nearby communities in North Fulton County and parts of Cherokee County. It provides service to approximately five square miles or five percent of the North Fulton County area. The plant has a land application system that discharges 0.2 MGD of treated effluent for re-use by an offsite user. The service area is primarily residential. The plant discharges to the Little River and meets effluent permit requirements.

**Sandy Springs Area**. The County provides wastewater service to approximately two-thirds or 23 square miles of the Sandy Springs area. The County contracts with Cobb County's R.L. Sutton WRF or the City of Atlanta's R.M. Clayton Water Reclamation Center ("WRC") for wastewater treatment and conveys wastewater collected in the Sandy Springs area to those facilities.

**R.L. Sutton WRF**. The County has a contract with Cobb County for wastewater treatment at its R.L. Sutton WRF which is owned and operated by Cobb County. The facility has a permitted capacity of 60 MGD. It provides advanced secondary treatment for wastewater and discharges to the Chattahoochee River. An agreement with Cobb County allocates 25.8 percent or 15.48 MGD of the facility's reserve capacity to the County. The current average daily flow from the Sandy Springs area was approximately 6 MGD.

**R.M. Clayton WRC**. The R.M. Clayton WRC, owned and operated by the City of Atlanta has a permitted capacity of 280.0+ MGD, and discharges to the Chattahoochee River. This facility provides service to approximately six square miles of the County's Nancy Creek basin in the Sandy Springs area. The City of Atlanta currently allocates 6.8% of the facility's design flow capacity as contracted reserve capacity to the County, of which the County utilizes 2 MGD. In order to meet the City of Atlanta's Phosphorous Control Program requirements to decrease phosphorous discharge to the Chattahoochee River, the R.M. Clayton WRC was expanded.

*South Fulton County Area*. The County has two wastewater treatment plants in the South Fulton County area. In addition, it has contracts with the City of Atlanta and Clayton County to receive and treat a portion of the flows from South Fulton County. Each facility is described below.

**Camp Creek WRF**. The Camp Creek WRF, which is owned and operated by the County, is the primary treatment facility for the South Fulton County area. The plant currently serves approximately two-thirds or 139 square miles of the sewered area in South Fulton County. The plant's capacity is currently 24.0 MGD. The Camp Creek WRF receives wastewater from the south and southwest portions of the County. The Capital Improvement Program currently includes projects to significantly modernize the plant. See "CAPITAL IMPROVEMENT PROGRAM" herein.

**Utoy Creek WRC**. The Utoy Creek WRC, which is owned and operated by the City of Atlanta, provides service to a 13-square mile area of South Fulton County. The facility is permitted to a maximum month daily flow of 40 MGD and discharges to the Chattahoochee River. The City of Atlanta currently allocates 20.83% of design flow as Reserved Capacity to the County. Current flows to the facility average 1.5 MGD. As part of the City of Atlanta's Phosphorous Control Program, the Utoy Creek WRC underwent expansion to 40 MGD.

The following table presents the permitted capacity maximum monthly flow and average annual flow for Fiscal Year 2024.

**Permitted Capacity and Average Annual Flow of Wastewater Treatment Facilities**

| Plant | Permitted Capacity Maximum Monthly Flow MGD | 2024 Average Annual Flow MGD[1] |
|---|---|---|
| Big Creek WRF | 24.0 | 16.22 |
| Johns Creek Environmental Campus | 15.0 | 9.19 |
| Little River WRF | 1.0 | 0.81 |
| Camp Creek WRF | 24.0 | 18.80 |
| Little Bear Creek Pump Station | 0.1 | 0.01 |

[1] Current average flows for non-Fulton County facilities were provided by the Fulton County Department of Water Resources.

Source: System Records.

*Other*. Sewerage systems in the City of Atlanta, as described above, and Cobb County provide additional treatment capacity to County residents. The City of Atlanta does not provide sewer services to County residents pursuant to a written contract, but the City of Atlanta and the County have been engaged in a course of dealings to allow County access certain of the City of Atlanta's treatment facilities for over 20 years. In this connection, in September 2007 the Board of Commissioners adopted a resolution setting forth payments to be made by the County representing the County's share of the cost of capital improvements to the R.M. Clayton WRC and Utoy Creek WRC, which are owned by the City of Atlanta.

The County has formal Service Delivery Strategy Agreements with the municipalities of Alpharetta, Roswell, Milton, Johns Creek and Sandy Springs. The County has formal Sewer Cooperation Agreements with the Cities of Atlanta, College Park, East Point (pending), Fairburn, Palmetto and Union City. In addition, the County has similar agreements with Cobb, Forsyth, Cherokee and DeKalb counties. The agreements provide for a sharing of capital and operation costs based on reserved plant capacity and actual wastewater flows. Following is a brief description of the treatment capacity provided by the City of Atlanta and neighboring counties for County residents.

The following table presents the wastewater treatment facilities serving the County, the owners of such wastewater treatment facilities, county contracted reserve capacity, the County's average annual average flow, and the County's maximum monthly flow for Fiscal Year 2024.

**Permitted Maximum Monthly Daily Flow, Average Annual Flow, Maximum Monthly Flows and County Contracted Reserve Capacity of Wastewater Treatment Facilities**

| Treatment Plan Name | Owner | Permitted Maximum Month Daily Flow (MGD) | County Contracted Reserve Capacity (MGD) | 2024 County Annual Average Flow (MGD) | 2024 County Maximum Monthly Flow (MGD) |
|---|---|---|---|---|---|
| R.L. Sutton WRF | Cobb County | 60.00 | 10.32 | 5.65 | 6.58 |
| R.M. Clayton WRC | Atlanta | 280.00+ | 7.00 | 2.14 | 5.27 |
| Utoy Creek WRC | Atlanta | 40.00 | 7.50 | 1.73 | 5.90 |
| W.B. Case WRF[1] | Clayton County[2] | 24.00 | 1.00 | 0.08 | 0.08 |

[1] Formerly known as the R.L. Jackson WRF.

Source: System Records.

The following table presents the average daily flow and maximum daily flow for the Sewerage System for Fiscal Years 2020 through 2024.

**Collected Wastewater Flow**

| | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|
| Average Daily Flow (MGD) | 54.68 | 48.09 | 47.81 | 45.30 | 45.19 |
| Maximum Daily Flow (MGD) | 117.59 | 90.74 | 82.24 | 100.14 | 102.91 |

Source: System Records.

The following table presents the number of connections to the Sewerage System as of December 31 of the years shown:

**Sewerage System Connections**

| Year | Connections |
|---|---|
| 2020 | 100,679 |
| 2021 | 101,832 |
| 2022 | 103,468 |
| 2023 | 105,380 |
| 2024 | 106,864 |

Source: System Records.

The following table presents the ten largest users of the County's Sewerage System and the revenues derived from such customers for the twelve months ended December 31, 2024. No independent investigation has been made of, and consequently no representation can be made as to, the stability or financial condition of any of the customers listed below or that such customers will continue to maintain their status as major customers of the System.

**Largest Users of Sewerage System**

| | Average Monthly Sewer Usage (million gallons) | Total Sewer Billings | Percentage of Sewer Revenues[1] |
|---|---|---|---|
| ALCON LABORATORIES | 36.68 | $3,581,086.35 | 3.07% |
| WRPV XIV ROSWELL VILLAGE, LLC | 3.26 | 317,607.98 | 0.27 |
| ABBOTTS BRIDGE PLACE HOA | 3.01 | 293,097.58 | 0.25 |
| AVALON NORTH LLC | 2.33 | 227,191.66 | 0.19 |
| CALIBRE CREEK APT | 2.32 | 226,614.94 | 0.19 |
| SMRE ROSWELL LLC | 2.32 | 226,316.40 | 0.19 |
| BELL FUND VII AVALON, LLC | 2.30 | 224,014.68 | 0.19 |
| 401 HUNTINGTON DRIVE, LLC | 2.25 | 218,766.33 | 0.19 |
| IMT CAPITAL III DEERFIELD, LLC | 2.20 | 214,615.56 | 0.18 |
| WRPV XIV DEERFIELD VILLAGE MILTON LLC | 2.10 | 204,522.96 | 0.18 |
| **Total** | | **$5,733,834.44** | **4.91%** |

(1) Based on Fiscal Year 2024 total metered revenues of $116,664,891.90.

Source: System Records.

**Governmental Approvals and Environmental Regulation**

*Water Withdrawal*. The Georgia Water Quality Control Act authorizes EPD to regulate the withdrawal of water from lakes and streams in Georgia. The County currently holds a permit for withdrawal of raw water.

*Wastewater Treatment*. The Sewerage System operations are subject to the regulatory requirements imposed by the federal Water Pollution Control Act, as amended (the "Clean Water Act") and the Georgia Water Quality Control Act. The regulatory requirements are administered by the EPA and the EPD.

State and federal regulations applicable to the Sewerage System operations deal with, among other issues, the quality of effluent which may be discharged from the County's wastewater treatment facilities, the disposal of sludge generated by the wastewater treatment plants, the discharge of pollutants into the groundwater and the nature of waste material (particularly industrial waste) discharged into the collection system.

To comply with other federal regulations concerning the industrial discharge of waste materials into the Sewerage System, the County must administer and enforce industrial pretreatment limitation standards upon the users of the Sewerage System. The County has had an industrial waste program in effect since 1987.

*National Pollutant Discharge Elimination System ("NPDES") Permits*. Under the Clean Water Act, a NPDES permit is generally required for discharges to surface water. Therefore, to comply with federally mandated effluent quality and disposal criteria, the County must operate its wastewater treatment facilities according to discharge limitations and reporting requirements set forth in NPDES permits. The County-owned wastewater treatment facilities have separate NPDES permits allowing discharges to the Chattahoochee River (with respect to Big Creek WRF, Johns Creek Environmental Campus and Camp Creek WRFs), and the Little River (with respect to the Little River WRF).

*Other Approvals*. EPD has the authority to review and approve the plans and specifications for the improvements and extensions to the System. When these plans and specifications are finalized, the County will submit them to EPD for approval. The County is not aware of any further approvals necessary for the planned improvements and extensions to the System or for the operation of the System.

*Watershed Assessments*. EPD has instituted requirements for NPDES permit holders regarding secondary impacts of growth. EPD sees wastewater treatment capacity expansions as precursors to growth in the service area. Therefore, EPD is imposing requirements on permit holders to address secondary, or non-point source, impacts as part of the NPDES permit process. Watershed assessments are now required prior to application for increased capacity at wastewater treatment plants. The watershed assessments consist of stream sampling, development of a model of the stream system and utilization of the model to predict impact of future growth and proposed controls. The watershed assessments are included in the current Capital Improvement Program. It is likely that the watershed assessments will result in revised resolutions for new development. The revised resolutions may require buffers, lower densities and other best management practices. It is unlikely that the recommendations from the assessments will impact the Capital Improvement Program. Future projects to be included in the Capital Improvement Program may be identified as part of the long-term plan to address non-point source pollution.

*Issues Relating to Noncompliance*. The County is currently in compliance with all of its environmental permits and all environmental requirements applicable to the System. The fines imposed pursuant to Consent Order EDP-WQ-4498 (the "EPD Consent Order") and expected enforcement compliance orders did not have a material financial impact on the operations of the System. Ongoing operations and capital improvements being undertaken by the County should minimize similar future occurrences. Projects identified in the Capital Improvement Program are geared to address System efficiency and reliability. Due to pressure from local environmental groups and other government agencies, EPD has adopted a zero-tolerance policy regarding violations at all wastewater treatment facilities in the greater Atlanta metropolitan area. The County is in compliance with the EPD Consent Order.

Pursuant to the EPD Consent Order, the County has been working with EPD and developed an action plan with proposed projects. All projects in the plan have been completed with the exception of the Big Creek WRF project. The Big Creek Capacity Expansion (as defined in the EPD Consent Order) phase will increase the plant capacity to meet future demand. The Capacity Expansion phase will be scheduled depending upon the population growth within

the watershed and the projected demand on the system. Based upon current growth projections, the Capacity Expansion phase began in 2020 and is expected to be completed within the next few years.

Two other enforcement actions have occurred in the past three years. In response to raw sewage spills, including three major spills: Chattahoochee River (January 4, 2023), Marsh Creek (March 21, 2023), and Wilson Creek (November 5, 2023), the EPD issued enforcement action EPD-WP-9485. The County was required to pay a fine and implement certain improvements, including an updated Storm Water Pollution Prevention Plan for Big Creek WRF, Standard Operating Procedures for reacting to plant upsets or issues discovered through monitoring, and increased sampling frequencies. The next year, during the period of time when the County was transitioning operations to a new plant, it reported Phosphorous permit violations along with four spills of raw sewage that resulted in fish kill events. EPD issued enforcement action EPD-WP-9644, requiring compliance with the water quality rules and levying a small fine. The County satisfied the requirements of both enforcement actions, and the matters have been closed. The County also has entered into a Capacity, Management, Operations and Maintenance ("CMOM") Consent Agreement (EPD-WQ-5235) under which the County has voluntarily agreed to implement a program and through that program update EPD on continuing projects and efforts to reduce I&I entering the sanitary sewer system. The EPD has approved the County's CMOM program, one of six approved programs within the State. The County recently submitted the annual EPD CMOM report in 2024 and remains in compliance with all EPD requirements. The advantage for the County is a negotiated reduction in potential fines due to sanitary sewer overflows should they occur.

**Insurance**

The County maintains property and casualty insurance on the components of the System and general liability insurance in the amounts required by the Bond Resolution. The County self-insures workers compensation insurance, unemployment and auto liability coverage.

Under Georgia law, the defense of sovereign immunity is available to the County, except for actions for the breach of written contracts and actions for the recovery of damages for any claim for which liability insurance protection has been provided, but only to the extent of the liability insurance provided. The County, however, may be unable to rely upon the defense of sovereign immunity and may be subject to liability in the event of suits alleging causes of action founded upon various federal laws, such as suits filed pursuant to 42 U.S.C. § 1983 alleging the deprivation of federal constitutional or statutory rights of an individual and suits alleging anticompetitive practices and violations of the federal antitrust laws by the County in the exercise of its delegated powers.

**Employee Relations and Labor Organizations**

The County has 285 full-time budgeted positions for the System as of December 31, 2024, of which 223 positions are filled. The System's management staff, plant operators and maintenance and repair personnel are required to be certified by the State. The System has a continuing education program to ensure that its personnel are qualified and able to meet the State's certification requirements.

Currently, labor organization activity is minimal within the County and the System. Some employees of the County related to the System are represented by labor organizations. No employees of the County related to the System are covered by collective bargaining agreements, and the County, under state law, is prohibited from entering into collective bargaining agreements. The County believes that employee relations are good.

## CAPITAL IMPROVEMENT PROGRAM

The County's Department of Public Works identifies, on an ongoing basis, substantial capital improvements that are needed for the System to continue to provide adequate and cost-effective water and wastewater services to its customers and organizes the same into a five- year capital improvement program (the "Capital Improvement Program"). In response to System renewal needs, regulatory compliance and customer growth, future capital improvements are expected to include, but are not limited to, capital type equipment upgrades and replacements at the water and wastewater treatment facilities, capacity, expansion of wastewater treatment facilities, continued work to reduce infiltration and inflow in the wastewater collection system, and other repair and rehabilitation projects to improve the water and wastewater distribution and collection systems.

Potential capital improvements paid from System cash resources and net earnings over Fiscal Years 2026 and 2027 are estimated to be in a range of $80 million, while much larger capital investments are expected in the next few years for the Camp Creek WRF upgrade, which will require debt financing, preliminarily estimated at $450,000,000, in aggregate, anticipated to occur in Fiscal Years 2026 and 2027. A revised rate study in late 2027 or 2028 is anticipated to include refreshed costs of construction of this facility and other system improvements.

## SYSTEM REVENUES

### Rate Setting Process

Under Georgia law, the County has the exclusive authority to establish rates and charges for water and sewer services supplied by the System. The rates charged by the County for water and sewer services supplied by the System are not subject to review or approval by any federal or state regulatory body. The Board of Commissioners establishes the rates, which are subject to change at any time that the Board of Commissioners deems advisable. The Board of Commissioners adopts rate schedules by resolution after receiving recommendations from the staff of the System. System personnel make periodic reviews of the rate structure to determine if modifications are necessary. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS - Rate Covenant" herein for a description of the County's agreements concerning the rates, fees and charges for the services, facilities and commodities to be furnished by the System. No statutory or charter procedures are required as a condition precedent to a change in rates.

### Rates, Fees and Charges

The County has maintained rates for service sufficient to provide for operation and maintenance costs, repairs and debt service, and to provide reserves to fund capital improvements. The current rate setting methodology reflects a System-wide approach to cost recovery in order to promote equity among customers and to avoid large shifts from year to year due to varying operation and capital requirements at different plants.

The County has raised water and sewer rates by an annual 5% each year for several years to support the additions, improvements, replacements, operations, and maintenance requirements of the System. The most recent action taken by the County was a continued 5% water and sewer rate increase effective for Fiscal Year 2026 and again in Fiscal Year 2027.

The County currently charges $3,765 to install a separate water meter to measure outdoor water consumption and is billed at a rate of $8.59 per 1,000 gallons used. There is currently no sewer charge associated with an irrigation water meter. In 2010, the Regional Planning District recommended a minimum 200% increase to the first-tier rate on irrigation meters as a water conservation measure and Fulton County is in compliance with this recommendation.

In addition to the rate increase effective in January 2025, the Board of Commissioners approved increases to the sewer connection permit (impact) fees for new connections in the Little River, Camp Creek, and Utoy Creek sewer basins as shown in the following table. The other sewer impact fee schedules were not changed.

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**Sewer Connection Permit (Impact) Fees**

| Meter Size (Inches) | Little River | Big Creek/ Johns Creek | River Ridge, Marsh Creek, Long Island | Nancy Creek | Camp Creek | Utoy Creek |
|---|---|---|---|---|---|---|
| ¾ | $ 2,548 | $ 3,685 | $ 2,794 | $ 1,525 | $ 2,548 | $ 1,990 |
| 1 | 4,245 | 6,140 | 3,810 | 2,541 | 4,245 | 3,315 |
| 1½ | 8,492 | 12,279 | 6,350 | 5,081 | 8,492 | 6,633 |
| 2 | 13,586 | 19,646 | 9,398 | 8,129 | 13,586 | 10,613 |
| 3 | 25,474 | 39,293 | 16,512 | 15,242 | 25,474 | 19,898 |
| 4 | 42,456 | 61,397 | 26,672 | 25,403 | 42,456 | 33,162 |
| 6 | 84,913 | 122,793 | 52,075 | 50,806 | 84,913 | 66,325 |
| 8 | 136,861 | 196,467 | 82,559 | 83,721 | 135,861 | 106,121 |

Source: System Records

The following tables present the current wholesale water and sewer rates (effective January 1, 2020) and changes since 2020:

**Wholesale Water and Sewer Rates per 1,000 Gallons**

| | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|
| Wholesale Water Rates | - | - | - | - | - |
| Total O&M Cost | $0.76 | $0.77 | $0.80 | $0.84 | $0.88 |
| Total Capital Cost | $1.86 | $1.87 | $1.97 | $2.07 | $2.18 |
| Total Wholesale Water Rates | $2.62 | $2.64 | $2.77 | $2.91 | $3.06 |

Source: System Records

| | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|
| Wholesale Sewer Rates | | | | | |
| Total O&M Cost | $2.02 | $2.12 | $2.23 | $2.34 | $2.46 |
| Total Capital Cost | $2.88 | $3.01 | $3.16 | $3.32 | $3.48 |
| Total Wholesale Water Rates | $4.90 | $5.13 | $5.39 | $5.66 | $5.94 |

Source: System Records

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The following table presents the current water service charges (effective January 1, 2025) and changes since 2020:

**Water Service Charges**
**(Bi-Monthly Charges)**

| Meter Size (Inches) | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|
| 5/8 | $ 8.39 | $ 8.81 | $ 9.25 | $ 9.71 | $ 10.20 |
| 1 | 15.37 | 16.14 | 16.95 | 17.80 | 18.69 |
| 1½ | 21.66 | 22.74 | 23.88 | 25.07 | 26.33 |
| 2 | 24.10 | 25.30 | 26.57 | 27.90 | 29.29 |
| 3 | 89.11 | 93.57 | 98.25 | 103.16 | 108.32 |
| 4 | 94.34 | 99.06 | 104.01 | 109.21 | 114.67 |
| 6 | 197.43 | 207.30 | 217.67 | 228.55 | 239.98 |
| 8 | 255.45 | 268.23 | 281.64 | 295.72 | 310.51 |

The County has in effect rates and a policy that are intended to promote conservation of water. The following table presents the water conservation rates.

**Water Conservation Rates**

| Metered Water Usage | Basis[(1)] | Rate per 1,000 gallons |
|---|---|---|
| Tier one (0-130% of base usage) | 100% base water rate (0% surcharge) | $4.30 |
| Tier two (131-200% of base usage) | 125% of base water rate (25% surcharge) | 5.36 |
| Tier three (over 200% of base usage) | 200% of base water rate (100% surcharge) | 8.59 |
| Irrigation Meter | All consumption | 8.59 |

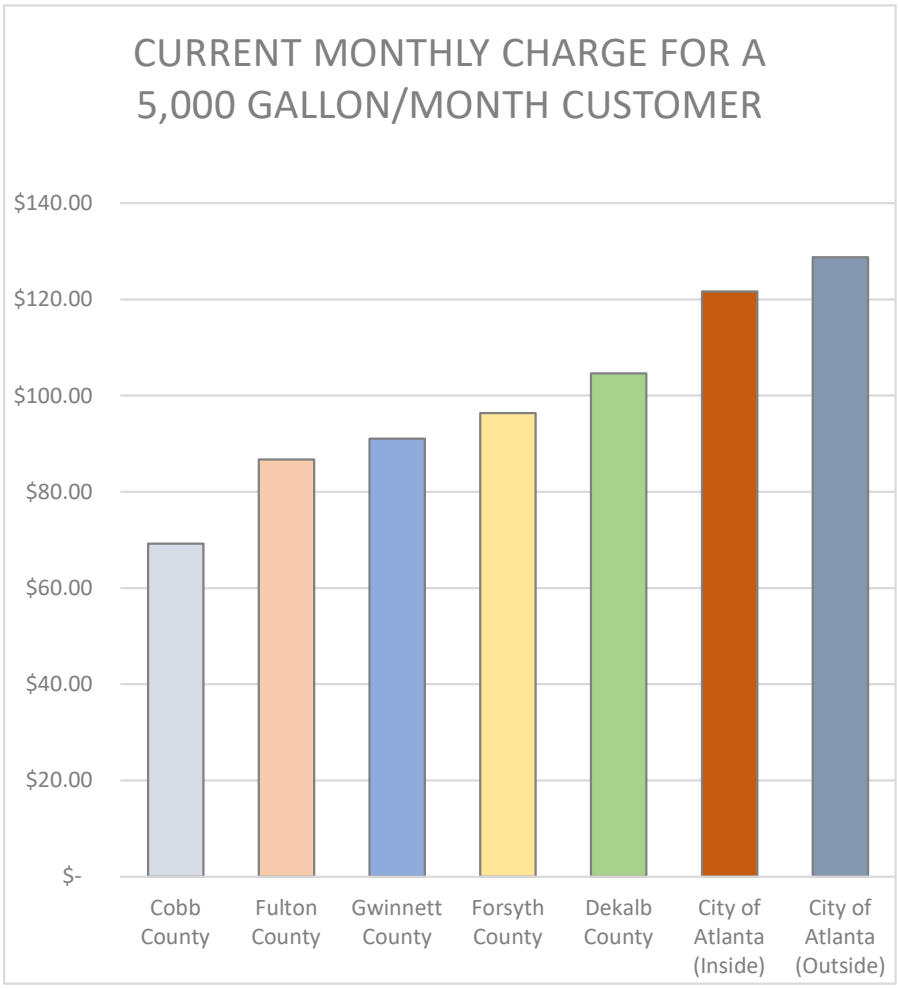
(1) Base line usage established for each individual customer during winter period (November through March). Sewer rate unaffected at $7.76/1,000 gallons.

Source: System Records.

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The following chart presents a regional comparison of typical monthly bills for wastewater and water as of 2025.

**Regional Comparison of Typical Monthly Bills**




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In 1995, the County implemented water and sewer connection fees to ensure that new customers would pay a fair share of System improvements. Connection fees imposed as a condition of water and sewer service are subject to the procedures and requirements of the Georgia Impact Fee Act (O.C.G.A. § 36-71-1 et seq., as amended). The Georgia Impact Fee Act requires that connection fees approximate the cost of hooking up to, and utilizing the capacity of, the System. The Water System connection fees are based on water meter size and are the same System-wide. The Sewerage System connection fees are based on water meter size and vary by wastewater service area. The following table presents the County's fees for providing service to new water customer connections:

**Water and System Connection Fees**

| Meter Size (inches) | System Capacity Fee | Water Meter Cost | Total Connection Fee |
|---|---|---|---|
| 5/8 New Install (SML) | $ 1,428.22 | $ 2,336,48 | $ 3,764.70 |
| 5/8 Drop In (SML) | 1,428.22 | 292.94 | 1,721.16 |
| 3/4 New Install (SML) | 1,428.22 | 2,380.79 | 3,809.01 |
| 3/4 Drop In (SML) | 1,428.22 | 336.70 | 1,764.92 |
| 1 New Install (MED) | 2,379.96 | 3,383.55 | 5,763.51 |
| 1 Drop In (MED) | 2,379.96 | 384.10 | 2,764.06 |
| 1 ½ (MED) | 4,761.14 | 6,858.87 | 11,620.01 |
| 2 (MED) | 7,615.15 | 8,625.24 | 16,240.39 |
| 3 (LRG) | 14,278.55 | 15,967.56 | 30,246.11 |
| 4 (LRG) | 23,798.40 | 29,711.83 | 53,510.23 |
| 6 (LRG) | 47,598.01 | 36,242.56 | 83,840.57 |
| 8 (LRG) | 76,156.33 | 41,116.69 | 117,273.02 |

(1) Labor and equipment cost not included.

Source: System Records.

**Billing and Collection**

Residential customers are billed bi-monthly with payment due 21 days after billing. Any account with a previous balance on the current billing is considered delinquent and is subject to having service disconnected. To reconnect service, customers must pay all past due amounts and a $40 lock-off fee. The City of Atlanta collects sewer fees for the County in the Sandy Springs area and the South Fulton County area that are served by the City of Atlanta's water system. The City of Atlanta currently withholds a portion of these revenues to pay for the costs of sewer treatment attributable to the County which is processed by the City of Atlanta's treatment facilities.

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## SYSTEM FINANCE MATTERS

**Statements of System Net Position for Periods Ended December 31, 2024 and 2023**

The following table presents audited accrual basis Statements of Net Position for the System as of December 31, 2024 as compared to December 31, 2023.

| | 2024 | 2023 | Net Change | % Change |
|---|---|---|---|---|
| **Assets:** | | | | |
| Current assets | $119,630 | $121,743 | $(2,113) | (2)% |
| Restricted assets | 54,905 | 93,249 | (38,344) | (41) |
| Capital assets, net of depreciation | 1,512,827 | 1,474,617 | 38,210 | 3 |
| Other non-current assets | 83,634 | 86,368 | (2,734) | (3) |
| **Total assets** | $1,770,996 | $1,756,977 | $14,019 | 1% |
| **Liabilities:** | | | | |
| Current liabilities | $36,967 | $43,322 | $(6,355) | (15)% |
| Long-term liabilities | 560,485 | 583,196 | (22,711) | (4) |
| **Total liabilities** | $597,452 | $626,518 | $(29,066) | (5)% |
| **Deferred Inflows of Resources:** | | | | |
| Deferred gain and leases | $1,513 | $2,433 | $(920) | (38)% |
| **Total deferred inflows** | $1,513 | $2,433 | $(920) | (38)% |
| **Net Position:** | | | | |
| Net investment in capital assets | $994,114 | $944,652 | $49,462 | 5% |
| Restricted for debt retirement | 24,183 | 23,755 | 428 | 2 |
| Unrestricted | 155,734 | 159,619 | (3,885) | (2) |
| **Total net position** | $1,171,931 | $1,126,036 | $45,095 | 4% |

The System's assets above increased significantly since 2023 with the remaining proceeds on hand and capitalized construction costs for Big Creek wastewater treatment plant capital project expansion. Other reductions in Restricted assets represents cash that has been utilized for new capital assets within the System.

Long-term liabilities decreased in 2024 with scheduled principal payments on the County's outstanding bonded debt. The Net investment in capital assets increases commensurately with the decrease in long-term debt, as this liability finances system capital assets.

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**Operating Revenues and Expenses for Periods Ended December 31, 2024 and 2023**

The following table presents audited accrual basis Revenues, Expenses and Changes in Net Position for the System for the twelve months ended December 31, 2024 as compared to the twelve months ended December 31, 2023.

| | | 2024 | 2023 | 2024-2023 net change | % change |
|---|---|---|---|---|---|
| Operating revenues: | | | | | |
| Water and sewerage charges | $ | 176,390 | 169,124 | 7,266 | 4% |
| Total Operating revenues | | 176,390 | 169,124 | 7,266 | 4% |
| Operating expenses: | | | | | |
| Administrative and general | | 5,791 | 5,677 | 114 | 2% |
| Depreciation and amortization | | 41,865 | 39,933 | 1,932 | 5 |
| Personal services | | 23,197 | 24,458 | (1,261) | (5) |
| Contractual services | | 42,631 | 42,013 | 618 | 1 |
| Operating services | | 18,190 | 18,117 | 73 | - |
| Total Operating expenses | | 131,674 | 130,198 | 1,476 | 1% |
| Total Operating income | $ | 44,716 | 38,926 | 5,790 | 15% |
| Nonoperating revenues (expenses): | | | | | |
| Loss on investment in joint venture | $ | (2,639) | (2,639) | - | - |
| Interest income | $ | 9,034 | 11,614 | (2,580) | (22)% |
| Interest expense | | (16,026) | (15,963) | (63) | - |
| Total nonoperating revenue(expense) | | (9,631) | (6,988) | (2,643) | 38% |
| Change in net position before capital contributions | | 35,085 | 31,938 | 3,147 | 10% |
| Capital contributions | | 10,010 | 12,386 | (2,376) | (19) |
| Change in net position | | 45,095 | 44,324 | 771 | 2% |
| Net position at beginning of year | | 1,126,836 | 1,082,512 | 44,324 | 4 |
| Ending Net Position | $ | 1,171,931 | 1,126,836 | 45,095 | 4% |

The System experienced additional increases in water and sewer revenues in 2024 as compared to 2023, largely because of a 5% rate increase approved for Fiscal Year 2024. Contractual and operating service costs remained consistent with 2023, primarily representing costs for operation of the wastewater treatment plants. It is expected these professional costs will increase in the coming years. Depreciation increased with larger amounts of capital assets placed in service. Interest income was slightly lower with less available capital funds on hand throughout the year. The loss on joint venture is largely determined at the annual drop in net position due to depreciation of the facilities at the jointly owned water treatment facility.

The Board of Commissioners had previously adopted another 3-year plan of 5% rate increases to additionally fund the existing debt service through Fiscal Year 2025. Subsequent to the issuance of these financial statements, the Board of Commissioners on October 1, 2025 also authorized a 5% rate increase annually for Fiscal Years 2026 and 2027 based on the System's most recent independent rate study analysis.

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**Historical Debt Service Coverage Ratios (Unaudited; Cash Basis)**

The Bond Resolution permits the County to demonstrate compliance with its Rate Covenant using Revenues computed on a cash basis. Accordingly, the debt service coverage ratios presented below have been computed by management of the County on a cash basis and have not been audited. Cash basis reporting differs significantly from accrual basis reporting. Timing of cash collections does not reflect revenues earned over the applicable twelve-month period, nor do cash payments reflect the actual expenses incurred during the same period. The following table presents the historical Net Revenues available for debt service, historical debt service on revenue bonds secured by Net Revenues, and historical debt service coverage ratio for Fiscal Years 2015 through 2024.

**FULTON COUNTY, GEORGIA**
**Schedule of Revenue Bond Coverage**
**Fulton County Water and Sewerage System**
**Last Ten Fiscal Years**
*(In Thousands)*

| Fiscal Year | Operating Revenues | Operating Expenses (1) | Net Earnings | Principal | Interest | Total Debt Service | Coverage |
|---|---|---|---|---|---|---|---|
| 2015 | $121,605 | $69,066 | $52,539 | $14,650 | $22,123 | $36,773 | 1.43 |
| 2016 | 129,236 | 71,696 | 57,540 | 15,325 | 21,453 | 36,778 | 1.56 |
| 2017 | 125,476 | 69,734 | 55,742 | 16,090 | 20,687 | 36,777 | 1.52 |
| 2018 | 138,650 | 75,835 | 62,815 | 16,875 | 19,898 | 36,773 | 1.71 |
| 2019 | 154,067 | 73,660 | 80,407 | 17,720 | 19,057 | 36,777 | 2.19 |
| 2020 | 145,232 | 77,096 | 68,136 | 18,605 | 22,377 | 40,982 | 1.66 |
| 2021 | 153,437 | 79,112 | 74,325 | 19,585 | 20,015 | 39,600 | 1.88 |
| 2022 | 163,116 | 83,366 | 79,750 | 19,718 | 19,825 | 39,543 | 2.02 |
| 2023 | 176,858 | 88,821 | 88,037 | 19,914 | 19,620 | 39,534 | 2.23 |
| 2024 | 183,852 | 92,723 | 91,129 | 20,110 | 19,413 | 39,523 | 2.31 |

(1) As defined in the Fulton County, Georgia Water and Sewerage Bond Resolution.

**Accounting System and Policies**

The County maintains all of its funds and accounts relating to the System separate from other County funds. The accounting practices and policies of the County relating to the System conform to generally accepted accounting principles as applied to enterprise funds of local governmental units. The System is accounted for as an enterprise fund of the County. Enterprise funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the cost (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges, or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred and net income is appropriated for capital maintenance, public policy, management control, accountability or other purposes. For financial reporting purposes, the System is accounted for using the accrual basis of accounting.

For a summary of significant accounting policies relating to the Fulton County, Georgia Water and Sewerage System Fund, see "APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE WATER AND SEWERAGE SYSTEM FUND OF FULTON COUNTY, GEORGIA FOR THE FISCAL YEARS ENDED DECEMBER 31, 2024 AND 2023 - Financial Statements for the Years ended December 31, 2024 and 2023 - Notes to Financial Statements - (1) Summary of Significant Accounting Policies" attached hereto.

**Employee Benefits**

Employees of the System are employees of the County and receive all benefits accorded other County employees. The County presently maintains a defined benefit plan, a defined contribution plan and a deferred compensation plan. The deferred compensation plan permits all employees to defer a portion of their salary until future years.

The County provides certain health care and life insurance benefits for retired employees assigned to the System through an independent third-party administrator, in which all of the County's employees may become eligible for these benefits if they reach normal retirement age while working for the County. In accordance with GASB Statement No. 78, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions, the County's annual other postemployment benefit cost is calculated based on the Annual Required Contribution of the employer (ARC) which is required to be actuarially determined on a biannual basis. The obligation to employees is a County wide obligation, and not specific to the obligations of the System, but offered to County employees assigned to System operations. The County currently funds these obligations on a pay as you go basis, providing cash resources for retired employees health care County contributions to their selected health care plans.

For information relating to the County Pension Plan and Other Post-Employment Benefits, see "THE COUNTY - Pension and Other Post-Employment Benefits" herein.

## REGULATORY MATTERS

**Environmental Regulatory Matters**

Operation of the System is subject to several federal and State environmental laws and regulations. Some of the key areas covered by these regulations include: the quality and safety of drinking water; standards and limitations on water and air pollutants to the environment; availability of water as a resource; handling and disposal of solid waste; and health and safety standards for personnel. Compliance with these laws and regulations in the ordinary course of operations could require significant operating and capital expenditures. Failure to comply with these regulations also could have material adverse effects, including, among others, the imposition of civil liability or fines by regulatory agencies or liability to private parties.

**Water System**

The Water System, which provides potable water to residential and business users, must be operated in compliance with the State Safe Drinking Water Act, as well as the regulations implemented pursuant to the State Safe Drinking Water Act. The Water System must also comply with the terms and conditions of the County's Permit to Operate a Public Water System, whose term is effective through September 14, 2028. The source of the drinking water is the Chattahoochee River. Based on the production rate in the County's Permit to Operate a Public Water System, the corresponding surface water withdrawal permits, and the pumping and treatment capacity of the Water System's facilities, the County has significant capacity to accommodate demand growth in the Water System.

*Water System Administrative Consent Orders*. Consent Order EPD-WQ-5235 was entered between the County and EPD on November 21, 2010, and remains in place. The County is in compliance with the terms of this Consent Order, which established a framework for the operation of sanitary sewer collection systems and ongoing implementation and reporting on the County's Capacity, Management, Operation, and Maintenance Program to, among other things, minimize the possibility of sanitary system overflows and implement capital improvements as appropriate. In the first six months of 2025, the County received certain notices of violation related to operations at its Little River and Camp Creek Water Reclamation Facilities. A Consent Order, including a monetary penalty, is expected, but will not substantially impact the County's water and sewer operations or financial position.

Two other enforcement actions have occurred in the past three years. In response to raw sewage spills, including three major spills (Chattahoochee River, January 4, 2023), Marsh Creek (March 21, 2023), and Wilson Creek (November 5, 2023), the EPD issued enforcement action EPD-WP-9485. The County was required to implement certain improvements, including an updated Storm Water Pollution Prevention Plan for Big Creek WRF,

Standard Operating Procedures for reacting to plant upsets or issues discovered through monitoring, and increased sampling frequencies. The next year, during the period of time when the County was transitioning operations to a new plant, it reported Phosphorous permit violations along with four spills of raw sewage that resulted in fish kill events. EPD issued enforcement action EPD-WP-9644, requiring compliance with the water quality rules and levying a small fine. The County satisfied the requirements of both actions and the matters have been closed.

*Tri-State Water Rights Litigation*. The U.S. Army Corps of Engineers (the "Corps") first entered into a contract with the ARC in 1986 to provide for such withdrawals by the County and other local government entities. That contract expired January 1, 1990. Since 1990 the State of Alabama and the State of Florida have contested the authority of the Corps to manage Lake Lanier for water supply purposes. Pursuant to a multi-district proceeding, In re Tri State Water Rights Litigation, Case No. 3:07-MD-1 (the "Tri State Water Rights Litigation"), in the United States District Court for the Middle District of Florida (the "District Court"), the 11th Circuit Court of Appeals, on appeal, held that water supply is a fully authorized purpose of Lake Lanier under the original, 1946 authorization for the project. This means the Corps is fully authorized to make releases from Lake Lanier to support the County's withdrawals from the Chattahoochee River below the dam. The 11th Circuit Court also held that the Water Supply Act of 1958 provides additional authority, over and above the authority provided by the original 1946 legislation, to operate the reservoir for water supply. The 11th Circuit remanded the case to the District Court with instructions to remand it to the Corps, giving the Corps one year to determine the full extent of its water supply authority.

The Corps issued a legal opinion and technical analysis on June 25, 2012, in response to the 11th Circuit Court of Appeals Order. The legal opinion addressed a request by the State of Georgia to reallocate enough storage in Lake Lanier and release enough water from the dam to meet future need projected by the Regional Planning District for the Atlanta metropolitan area through 2050. In its legal opinion, the Corps concluded that it is fully authorized to grant Georgia's request but that it was required to conduct an environmental impact statement before deciding whether to do so. In 2017, the Corps completed an Environmental Impact Statement and issued a Record of Decision authorizing an update to the Apalachicola-Chattahoochee-Flint ("ACF") Master Water Control Manual (the "Water Control Manual"), allowing among other things the reallocation of 254,170 acre feet of storage in Lake Lanier to meet the needs of jurisdictions withdrawing water directly from Lake Lanier, and for water to be released from Buford Dam in quantities sufficient to support the needs of those — including the County — whose intakes are in located in the river below the dam.

The State of Alabama and a group of non-governmental agencies led by National Wildlife Federation ("NWF") challenged the Corps' adoption of the 2017 ACF Master Manual in separate actions. The State of Alabama challenged the Corps' operation of Buford Dam to provide water supply to the City and other metro communities. NWF's lawsuit also implicates the Corps' water supply operation, but to a lesser extent, focusing more broadly on alleged environmental impacts and alleged inadequacies of the environmental impact statement. These actions were consolidated adjudicated by the United States District Court for the Northern District of Georgia, which dismissed them in a summary judgment order dated August 11, 2021. See In re: ACF Basin Water Litig., 554 F. Supp. 3d 1282 (N.D. Ga. 2021). Both parties appealed, and the consolidated appeals are still pending. See National Wildlife Federation, et. al. v. U.S. Army Corps of Eng'rs, No. 21-13104 (11th Cir.) and Alabama v. U.S. Army Corps of Eng'rs, No. 21-13444 (11th Cir.).

Alabama's appeal is currently held in abeyance, however, pursuant to an agreement between Alabama, the Corps, the State of Georgia, DeKalb County, and six other "Water Supply Providers" with whom DeKalb County shares counsel. The agreement provided for Alabama's appeal to be dismissed if certain "flow objectives" could be incorporated into the ACF Master Manual by the Corps after public notice and appropriate environmental review. More specifically, the agreement requires Alabama to dismiss its appeal with prejudice within one year of the Corps' signing of a record of decision adopting the agreed objectives, provided no legal challenge to that action is pending at that time. The Corps adopted the agreed objectives in a Record of Decision dated January 8, 2025. The Parties then renewed their request for the appeal to be held in abeyance for one year, or through January 13, 2026. See Alabama v. Army Corps of Eng'rs, No. 21-13104 (11th Cir. Jan. 9, 2025) (Doc. 89-1). As of this writing, no legal challenges have been filed or are expected.

NWF did not participate in the agreement, and therefore its appeal is proceeding, and a final decision is anticipated in 2025. It is unclear whether or how an adverse decision in the NWF appeal could affect the Corps' operation of Buford Dam for water supply purposes.

In 2014, Florida sued Georgia in the Supreme Court of the United States seeking to have the court equitably apportion the waters of the Apalachicola-Chattahoochee-Flint River Basin between Georgia and Florida. Florida v. Georgia, Orig. No. 142. Among other prayers for relief, Florida asked the Supreme Court to place strict limits Georgia's withdrawals from the basin. In April 2021, the Supreme Court unanimously denied Florida's request and dismissed its Complaint.

Like most of metropolitan Atlanta, the County will be impacted by the ultimate resolution of these issues. Many of the claims that threatened the County's water supply have been resolved, but the likelihood of any additional detrimental resolution related to the pending claims is not known at this time. The County, along with the other Atlanta Water Providers, the State, and other Georgia entities, have and will continue to pursue avenues to resolve the matter including but not limited to negotiation, federal legislation, legal appeals, and a comprehensive reexamination of their water and wastewater programs. In addition, the County will continue to analyze, among other things, its response to legislative and other initiatives involving water use and conservation. Furthermore, the County is in compliance and expects to remain in compliance with, water conservation legislation which was recently adopted in the State, and it does not expect such State- wide water conservation legislation to have a significant impact on the System because of the effectiveness of its continued water conservation programs and initiatives.

**Service Delivery Agreements**

The Georgia Service Delivery Strategy Act ("SDS Act") requires coordinated and comprehensive planning and service delivery by counties and municipalities and specifically, the execution of local government service delivery strategy agreements ("SDS Agreements") to delineate the responsible governments and/or authorities for the provision of various governmental services within each particular county on a per county basis. One of the primary purposes of the SDS Agreements is to minimize the inefficiencies resulting from duplication of services and competition between local governments. Further, among the criteria for the SDS Agreements are that they are expected to remediate or avoid overlapping and unnecessary competition and duplication of service delivery. The County has SDS Agreements with all the cities within the County.

**Sewerage System**

The County must operate its Sewerage System in compliance with the federal Clean Water Act and the Georgia Water Quality Control Act. These acts prohibit discharges of pollutants to waters of the United States or the State unless such discharges are in compliance with the terms and conditions of a NPDES permit. The EPD has been delegated authority to issue NPDES permits. The EPA and the EPD may enforce NPDES permits.

The Regional Planning District coordinates comprehensive regional watershed-specific plans for the 16-county metropolitan Atlanta region. The County's Department of Public Works is in the process of compiling submittals in response to the compliance audit conducted every four years by EPD. The submittals are due by December 2025. The County has no reason to believe that its operations fail to materially comply with the Regional Planning District's comprehensive plan and all other applicable state and federal regulations. The County's last normal-cycle audit by the Regional Planning District was concluded 2021 and resulted in no-action in connection with the County's operation of the System.

## LITIGATION

The County, like other similar bodies, is subject to a variety of suits and proceedings arising in the ordinary conduct of its affairs. The County, after reviewing the current status of all pending and threatened litigation with County Attorney Y. Soo Jo, Esq., believes that, while the outcome of litigation cannot be predicted, the final settlement of all lawsuits which have been filed and of any actions or claims pending or, to the knowledge of the County, threatened against the County or its officials in such capacity are adequately covered by self-funding, insurance, or governmental immunities or will not have a material adverse effect upon the financial position or results of operations of the System.

There is no litigation now pending or, to the knowledge of the County, threatened against the County which restrains or enjoins the issuance or delivery of the Series 2025 Bonds, the execution, delivery or performance of all

agreements and certificates relating to the Series 2025 Bonds, or the use of the proceeds of the Series 2025 Bonds or which questions or contests the validity of the Series 2025 Bonds, the Bond Resolution, all agreements and certificates relating to the Series 2025 Bonds, or the proceedings and authority under which they are to be issued, executed and delivered. Neither the creation, organization nor existence of the County, nor the title of the present members or other officials of the County to their respective offices, is being currently contested or questioned to the knowledge of the County.

## CYBER SECURITY

The County (including the System), like many other governmental entities, relies on technology to conduct its operations. As such, it may face cybersecurity threats on its computers and other digital systems and networks. In January 2024, the County was the target of a ransomware attack. The County detected such attack within an hour of occurrence, and the County recovered data and systems without paying the requested ransom. In response to the attack and to further its security protocols, the County implemented heightened security and operational control measures, including upgraded firewalls and internal systems. The County actively trains end-users on how to mitigate the risk of a cyber threat and has embedded cybersecurity protocols into its managerial practices, all in an effort to protect itself from these types of threats. To mitigate these risks, the County has liability insurance that covers a broad range of impacts. However, there can be no assurance that these measures will prevent cyber threats and attacks or mitigate their impact on the County, the System or its finances. The result of a cyber-attack could impact operations and digital networks, and the impact and the costs of remediating after an attack could be significant. As was the case with the 2024 attack, a future cyber incident would not be expected to materially impact the ability of the County to financially withstand and recover from such an event.

## VALIDATION

The County received an order and final judgment by the Superior Court of Fulton County, Georgia on October 28, 2025, confirming and validating the Series 2025 Bonds and the security therefor. Under State law, the judgment of validation is final and conclusive with respect to the validity of the Series 2025 Bonds, and the security therefor and is not subject to collateral attack from other parties.

## TAX MATTERS

### Opinion of Bond Counsel – Federal Income Tax Status of Interest

Bond Counsel's opinion regarding the federal income tax status of the interest on the Series 2025 Bonds will state that, under current law and assuming continuing compliance with the Covenants (as hereinafter defined), interest on the Series 2025 Bonds (i) is excludable from gross income of the owners thereof for purposes of federal income taxation under Section 103 of the Code and (ii) is not a specific item of tax preference for purposes of the federal alternative minimum tax on individuals. However, such interest is included in the "adjusted financial statement income" (as defined in Section 56A of the Code) of certain corporations in determining the applicability and amount of the federal corporate alternative minimum tax imposed under Section 55(b) of the Code. See "Proposed Form of Opinion of Bond Counsel" in Appendix D hereto.

Bond Counsel's opinion speaks as of its date, is based on current legal authority and precedent, covers certain matters not directly addressed by such authority and precedent, and represents Bond Counsel's judgment as to the excludability of interest on the Bonds for federal income tax purposes. Bond Counsel's opinion does not contain or provide any opinion or assurance regarding the future activities of the County or about the effect of future changes in the Code, the applicable regulations, or the interpretation or the enforcement thereof by the Internal Revenue Service (the "IRS") and the courts.

Although Bond Counsel is of the opinion that interest on the Series 2025 Bonds is excludable from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2025 Bonds may otherwise affect the federal tax liability of an owner of the Series 2025 Bonds. The nature and extent of these other federal tax consequences depend on the owner's particular tax status and levels of other income or deductions. Bond Counsel will express no opinion regarding any such other tax consequences and prospective purchasers of the Series 2025 Bonds should consult their own tax advisors with respect thereto.

**Reliance and Assumptions; Effect of Certain Changes**

In delivering its opinion regarding the federal income tax treatment of interest on the Series 2025 Bonds, Bond Counsel is relying upon certifications of representatives of the County, the purchaser of such Bonds, and other persons as to facts material to the opinion, which Bond Counsel has not independently verified.

In addition, Bond Counsel is assuming continuing compliance with the Covenants by the County. The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied after the issuance of the Series 2025 Bonds in order for interest on the Series 2025 Bonds to be and remain excludable from gross income for purposes of federal income taxation. These requirements include, by way of example and not limitation, restrictions on the use, expenditure and investment of the proceeds of the Series 2025 Bonds and the use of the property financed or refinanced by the Series 2025 Bonds, limitations on the source of the payment of and the security for the Series 2025 Bonds, and the obligation to rebate certain excess earnings on the gross proceeds of the Series 2025 Bonds to the United States Treasury. The tax compliance certificate for the Series 2025 Bonds to be entered into by the County (the "Tax Certificate") contains covenants (the "Covenants") with which the County has agreed to comply. Failure by the County to comply with the Covenants could cause interest on the Series 2025 Bonds to become includable in gross income for federal income tax purposes retroactively to their date of issue. If such a failure were to occur, the available enforcement remedies may be limited by applicable provisions of law and, therefore, may not be adequate to prevent interest on the Series 2025 Bonds from becoming includable in gross income for federal income tax purposes.

Bond Counsel has no responsibility to monitor compliance with the Covenants after the date of issue of the Series 2025 Bonds.

Certain requirements and procedures contained, incorporated or referred to in the Tax Certificate, including the Covenants, may be changed and certain actions may be taken or omitted subject to the terms and conditions set forth in the Tax Certificate. Bond Counsel expresses no opinion concerning any effect on the excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes of any such subsequent change or action that may be made, taken or omitted upon the advice or approval of counsel other than Bond Counsel.

**Certain Collateral Federal Tax Consequences**

The following is a brief discussion of certain collateral federal income tax matters with respect to the Series 2025 Bonds. It does not purport to address all aspects of federal taxation that may be relevant to a particular owner thereof. Prospective purchasers of the Series 2025 Bonds, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning or disposing of the Series 2025 Bonds.

Prospective purchasers of the Series 2025 Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers including, without limitation, banks and other financial institutions, certain insurance companies, dealers in tax-exempt obligations, certain corporations (including S corporations and foreign corporations), certain foreign corporations subject to the "branch profits tax," individual recipients of Social Security or Railroad Retirement benefits, owners of an interest in a financial securitization trust, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers attempting to qualify for the earned income tax credit.

**Original Issue Discount**

Bonds purchased in the initial public offering with yields higher than their applicable interest rates, as shown on the inside cover page hereof, have been sold with "original issue discount." Each such Bond is referred to below as an "OID Bond." The excess of (i) the stated amount payable at the maturity (excluding qualified stated interest) of any OID Bond over (ii) the issue price of the OID Bond as determined under Section 1273 of the Code (which may differ from the price shown on the inside front cover page of this Official Statement) constitutes the amount of original issue discount, which is treated in the same manner as interest on the Series 2025 Bonds for federal income tax purposes.

The Code provides that the amount of original issue discount accrues in accordance with a constant interest method based on the compounding of interest. In the case of an original owner of an OID Bond, the amount of original issue discount that is treated as having accrued on such OID Bond is added to the owner's adjusted basis in determining, for federal income tax purposes, gain or loss upon the disposition of the OID Bond (including its sale, redemption or payment at maturity). The amounts received upon such disposition that are attributable to accrued original issue discount will be excludable from the gross income of the owner for federal income tax purposes.

The accrual of original issue discount and its effect on the redemption, sale or other disposition of OID Bonds that are not purchased in the initial public offering may be determined according to rules that differ from those described above.

In addition, original issue discount that accrues in each year to an owner of an OID Bond is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed in this section. Consequently, the owner of an OID Bonds should be aware that the accrual of original issue discount in each year may result in additional distribution requirements or other collateral federal income tax consequences although such owner has not received cash attributable to such original issue discount in such year.

Prospective purchasers of OID Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the original issue discount accrued upon sale or redemption of such OID Bonds (including OID Bonds not purchased in the initial public offering) and with respect to the state and local tax consequences of owning OID Bonds.

**Original Issue Premium**

Bonds purchased in the initial public offering with yields lower than their applicable interest rates, as shown on the inside cover page hereof, have been sold with "bond premium." Each such Bond is referred to below as an "OIP Bond." The excess of (i) the owner's basis in the OIP Bond immediately after acquisition over (ii) the amount payable at maturity (excluding qualified stated interest) as determined under Section 171 of the Code constitutes the amount of the bond premium. Under the Code, the bond premium is amortized based on the owner's yield over the remaining term of the OIP Bond (or, in the case of certain callable OIP Bonds, to an earlier call date that results in a lowest yield on the OIP Bond). The owner of an OIP Bond must amortize the bond premium by offsetting the qualified stated interest allocable to each interest accrual period against the bond premium allocable to that period. No deduction is allowed for such amortization of bond premium even though the owner is required to decrease the adjusted basis in the owner's OIP Bond by the amount of the amortizable bond premium, which will result in an increase in the gain (or decrease in the loss) recognized for federal income tax purposes upon a sale or disposition of the OIP Bond prior to its maturity.

Prospective purchasers of any OIP Bonds should consult their own tax advisors regarding the treatment of bond premium for federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, sale, exchange, or other disposition of, and amortization of bond premium on, such OIP Bonds.

**Information Reporting and Backup Withholding**

Prospective purchasers should be aware that the interest on the Series 2025 Bonds is subject to information reporting to the IRS in a manner similar to interest paid on taxable obligations. In addition, interest on the Series 2025 Bonds may be subject to backup withholding if the interest is paid to an owner who or which (i) is not an "exempt recipient" and (ii) (A) fails to furnish an accurate U.S. taxpayer identification number in the manner required, (B) has been notified of a failure to report all interest and dividends required to be shown on federal income tax returns or (C) fails to certify under penalty of perjury that the owner is not subject to withholding. Individuals generally are not exempt recipients, although corporations and other entities generally are.

The reporting and backup withholding requirements do not in and of themselves affect the excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes, and amounts withheld under

the backup withholding rules may be refunded or credited against the owner's federal income tax liability, if any, provided that the required information is timely furnished to the IRS.

**Internal Revenue Service Audits**

The IRS has established a program to audit tax-exempt obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the IRS does audit the Series 2025 Bonds, the IRS will, under its current procedures, treat the County as the taxpayer. As such, the beneficial owners of the Series 2025 Bonds will have only limited rights, if any, to participate in the audit or any administrative or judicial review or appeal thereof. Any action of the IRS, including but not limited to the selection of the Series 2025 Bonds for audit, or the course or result of such audit, or an audit of other obligations presenting similar tax issues, may affect the marketability or market value of the Series 2025 Bonds.

**Opinion of Bond Counsel – Georgia Income Tax Consequences**

Bond Counsel's opinion also will state that, under current law, interest on the Series 2025 Bonds is exempt from income taxation by the State of Georgia. Bond Counsel will express no opinion regarding (i) other tax consequences arising with respect to the Series 2025 Bonds under the laws of the State of Georgia or (ii) any consequences arising with respect to the Series 2025 Bonds under the tax laws of any state or local jurisdiction other than the State of Georgia. Prospective purchasers of the Series 2025 Bonds should consult their own tax advisors regarding the tax status of interest on the Series 2025 Bonds in a particular state or local jurisdiction other than the State of Georgia.

**Changes in Federal and State Tax Law and Regulations**

Legislation affecting tax-exempt obligations is regularly considered by the U.S. Congress and various state legislatures. Such legislation may effect changes in federal or state income tax rates and the application of federal or state income tax laws (including the substitution of another type of tax), or may repeal or reduce the benefit of the excludability of interest on the tax-exempt obligations from gross income for federal or state income tax purposes.

The U.S. Department of the Treasury and the IRS and state regulatory authorities are continuously drafting regulations to interpret and apply the provisions of the Code and state law and court proceedings may be filed the outcome of which could modify the federal or state tax treatment of tax-exempt obligations.

There can be no assurance that legislation proposed or enacted after the date of issue of the Series 2025 Bonds, regulatory interpretation of the Code or state laws or actions by a court involving either the Series 2025 Bonds or other tax-exempt obligations will not have an adverse effect on the Series 2025 Bonds' federal or state tax status, marketability or market price or on the economic value of the tax-exempt status of the interest on the Series 2025 Bonds.

Prospective purchasers of the Series 2025 Bonds should consult their own tax advisors regarding the potential consequences of any such proposed or pending federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

## CONTINUING DISCLOSURE

In order to assist the Purchaser in complying with paragraph (b)(5) of the Rule, simultaneously with the issuance of the Series 2025 Bonds, the County will deliver the Disclosure Certificate for the benefit of the holders of the Series 2025 Bonds, substantially in the form attached hereto as "APPENDIX C - FORM OF CONTINUING DISCLOSURE CERTIFICATE." The County, as an "obligated person" under the Rule, will undertake in the Disclosure Certificate to provide: (a) certain financial information and operating data relating to the County and the Series 2025 Bonds in each year (the "Annual Report"); and (b) notice of the occurrence of certain enumerated events (each a "Listed Event Notice"). The Annual Report and each Listed Event Notice, if applicable, will be filed by the County, or on behalf of the County, on EMMA, which the SEC designated as the official repository for municipal securities disclosures. The specific nature and timing of the filing of the Annual Report and each Listed Event Notice, and other details of the County's undertakings, are more fully described in "APPENDIX C - FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto.

The following disclosure is being provided by the County for the sole purpose of assisting the Purchaser in complying with the Rule: The County previously entered into continuing disclosure undertakings, as an "obligated person" under the Rule (the "Prior Undertakings"). In the previous five-year period beginning on November 12, 2020 and ending on November 12, 2025 (the "Compliance Period"), the County has complied in all material respects with the Prior Undertakings during the Compliance Period.

## CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization, sale, delivery, issuance, and validity, of the Series 2025 Bonds are subject to the approving opinion of McGuireWoods LLP, Atlanta, Georgia, as Bond Counsel. The proposed form of the approving opinion of Bond Counsel attached hereto as "APPENDIX D – PROPOSED FORM OF OPINION OF BOND COUNSEL" will be delivered concurrently with the issuance of the Series 2025 Bonds. The actual legal opinion of Bond Counsel to be delivered may vary from the text of APPENDIX D, if necessary, to reflect facts and law on the date of delivery of the Series 2025 Bonds. The legal opinion of Bond Counsel will speak only as of its date and subsequent distribution thereof by recirculation of this Official Statement or otherwise will not create any implication that subsequent to the date of the legal opinion Bond Counsel has affirmed its opinion.

Certain legal matters will be passed upon for the County by Y. Soo Jo, Esq., as County Attorney. Certain legal matters will be passed upon by McGuireWoods LLP, Atlanta, Georgia, as Disclosure Counsel.

The legal opinions to be delivered concurrently with the delivery of the Series 2025 Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein. By rendering a legal opinion, the attorneys providing such opinion do not become insurers or guarantors of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

## FINANCIAL STATEMENTS

The financial statements of the business activities of the Water and Sewerage System Fund of Fulton County, Georgia, which comprise the statements of net position as of December 31, 2024 and 2023, and the related statements of revenues, expenses and changes in net position and cash flows for the years then ended, and the related notes to the financial statements (collectively, the "2024 Audited Financial Statements"), were audited by PJC Group, LLC, as independent auditor (the "Auditor"). The 2024 Audited Financial Statements and the related Independent Auditor's Report dated June 23, 2025 (the "Auditor's Report") are attached hereto as "APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE WATER AND SEWERAGE SYSTEM FUND OF FULTON COUNTY, GEORGIA FOR THE FISCAL YEARS ENDED DECEMBER 31, 2024 AND 2023." The Auditor has not been engaged to perform, and has not performed, since the date of the Auditor's Report, any procedures on the 2024 Audited Financial Statements addressed in the Auditor's Report. In addition, the Auditor has not been engaged to perform, and has not performed any procedures relating to this Official Statement.

## FINANCIAL ADVISOR

Raymond James & Associates, Inc. has served as financial advisor to the County (the "Financial Advisor") with respect to the sale of the Series 2025 Bonds. The Financial Advisor assisted in matters related to the planning, structuring and issuance of the Series 2025 Bonds and provided other advice. The Financial Advisor did not engage in any underwriting activities with respect to the issuance and sale of the Series 2025 Bonds.

## RATINGS

Fitch Ratings, Inc. (“Fitch”), Moody's Ratings ("Moody's"), S&P Global Ratings ("S&P," and together with Fitch and Moody's, the "Rating Agencies") have assigned ratings of “AA,” "Aa2" and "AA," respectively, to the Series 2025 Bonds.

The ratings, including any related outlook with respect to potential changes in such ratings, reflect only the respective views of the Rating Agencies, and an explanation of the significance of such ratings may be obtained from the Rating Agencies furnishing the ratings. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies, and assumptions of its own. There is no assurance that such ratings will remain unchanged for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agency furnishing the same, if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings or other actions by the Rating Agencies or any of them, may have an adverse effect on the liquidity and/or market price of the affected Series 2025 Bonds. The County has not undertaken any responsibility to oppose any such revision, suspension or withdrawal.

## COMPETITIVE SALE OF THE SERIES 2025 BONDS

The Series 2025 Bonds are being purchased by _____ (the "Purchaser"), as the successful bidder pursuant to a competitive sale of the Series 2025 Bonds. The Purchaser has agreed to purchase the Series 2025 Bonds, at a price equal to $_____ (representing the principal amount of the Series 2025 Bonds of $_____, [plus net bond premium][less net bond discount] of $_____, and less an underwriting/purchaser's discount of $_____).

The Purchaser's obligation to purchase the Series 2025 Bonds is subject to certain conditions precedent set forth in the Official Notice of Sale, dated November 12, 2025, relating to the Series 2025 Bonds, and the Purchaser's bid form, but the Purchaser will be obligated to purchase all of the Series 2025 Bonds, if it purchases any of the Series 2025 Bonds. The Series 2025 Bonds were initially offered to the public at the prices set forth on the inside front cover page of this Official Statement.

The prices and other terms with respect to the offering and sale of the Series 2025 Bonds may be changed from time to time by the Purchaser after such Series 2025 Bonds are released for sale, and the Series 2025 Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers whom may sell the Series 2025 Bonds into investment accounts.

## FORWARD-LOOKING STATEMENTS

Any statements made in this Official Statement, including in the appendices attached hereto, involving estimates, forecasts or matters of opinion, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates, forecasts or matters of opinion will be realized.

Use of the words "shall" or "will" in this Official Statement or in summaries of documents to describe future events or continuing obligations is not intended as a representation that such event or obligation will occur but only that the document contemplates or requires such event to occur or obligation to be fulfilled.

The statements contained in this Official Statement, including in the appendices attached hereto, that are not purely historical, are "forward-looking statements." Such statements generally are identifiable by the terminology used, such as "plan," "expect," "estimate," "budget" or other similar words. Readers should not place undue reliance on forward looking statements. All forward-looking statements included or incorporated by reference in this Official Statement are based on information available on the date hereof and the County does not assume any obligation to update any such forward looking statements. It is important to note that the actual results could differ materially from those in such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are

difficult or impossible to predict accurately and many of which are beyond the control of the County. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement, including in the appendices attached hereto, will prove to be accurate.

## MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2025 Bonds, the security for and the source for repayment for the Series 2025 Bonds and the rights and obligations of the Bondholders. Copies of such documents may be obtained as specified under "INTRODUCTION - Other Information" herein.

The appendices attached hereto, are integral parts of this Official Statement and should be read together with all other parts of this Official Statement.

Any statements made in this Official Statement involving matters of opinion or of estimates or forecasts, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or forecasts will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the holders of the Series 2025 Bonds.

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## AUTHORIZATION OF OFFICIAL STATEMENT

The execution and delivery of this Official Statement, and its distribution and use by the Purchaser in connection with the original public offer, sale and distribution of the Series 2025 Bonds by the Purchaser, have been duly authorized and approved by the County.

**FULTON COUNTY, GEORGIA**

By: _____
Robert L. Pitts
Chairman

**FULTON COUNTY, GEORGIA**

By: _____
Sharon L. Whitmore, CPA, CPFO
Chief Financial Officer

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**APPENDIX A**

**AUDITED FINANCIAL STATEMENTS OF THE WATER AND SEWERAGE SYSTEM FUND OF FULTON COUNTY, GEORGIA FOR THE FISCAL YEARS ENDED DECEMBER 31, 2024 AND 2023**

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# FULTON COUNTY, GEORGIA
# WATER & SEWERAGE SYSTEM FUND

## (A Fund of Fulton County, Georgia)

## Financial Statements
## And
## Independent Auditor's Report

**December 31, 2024 and 2023**






**FULTON COUNTY, GEORGIA**
**WATER AND SEWERAGE SYSTEM FUND**

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December 31, 2024 and 2023


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PJC GROUP, LLC
*CERTIFIED PUBLIC ACCOUNTANTS*

# INDEPENDENT AUDITOR'S REPORT

The Board of Commissioners
Water and Sewer System Fund
Fulton County, Georgia

## Report on the Audit of the Financial Statements

### Opinion

We have audited the financial statements of the business activities of the Water and Sewerage System Fund of Fulton County, Georgia, ("the System"), which comprise the statements of net position as of and for the years ended December 31, 2024 and 2023, and the related statements of revenues, expenses and changes in net position and cash flows for the years then ended and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the business activities of the Water and Sewerage System Fund of Fulton County, Georgia as of December 31, 2024 and 2023, and the respective changes in net position and cash flows thereof, for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the System and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the System's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the System's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the System's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

**Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 - 7 and Required Supplementary Information on pages 34 - 36 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Atlanta, Georgia
June 23, 2025

Within this section of the Fulton County Water and Sewerage System Fund (the "System") annual audited financial report, System management provides narrative discussion and analysis of the financial activities of the System for the fiscal years ended December 31, 2024 and 2023. The financial performance of the System is discussed and analyzed within the context of the accompanying financial statements and disclosure following this section. The System is the major enterprise fund of Fulton County, Georgia.

## Financial Highlights

Total assets reported in the financial statements are $1,770,896 for the fiscal year ended December 31, 2024. This compares to the previous year when total assets reported were $1,756,287 representing less than a 1% change in total System assets.

System bonded debt of $579,002 decreased from 2023 by $20,110 of principal payments and $2,560 of amortization of bond premiums on outstanding Water and Sewerage revenue bonds. Contract payables continue to decrease as system improvements on the Big Creek Wastewater Treatment plant are approaching a completed phase as of December 31, 2024.

System net position at December 31, 2024 increased by $45,095 during 2024 as compared to 2023's increase of $44,324, as net earnings and developer provided infrastructure offset depreciation. Total net position as of December 31, 2024 was $1,171,931, of which $24,183 is restricted for future debt service, and $984,114 represents the net investment of capital assets in excess of the related debt to acquire these assets. Unrestricted net position available for system operations and improvements was $163,634 as of December 31, 2024, remaining consistent with 2023's values.

## Overview of the Financial Statements

Management's Discussion and Analysis introduces the System's basic financial statements. The basic financial statements include: (1) statements of net position, (2) statements of revenues, expenses and changes in net position, (3) statements of cash flows, and (4) notes to the financial statements.

## Basic Financial Statements

The System's annual report includes three basic financial statements. These statements provide both long-term and short-term information about the overall status of the System. Financial reporting of the System uses a perspective similar to that found in the private sector with its basis in full accrual accounting.

The first of these basic statements is the *Statement of Net Position*. This statement presents information that includes all of the System assets and liabilities, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the System as a whole is improving or deteriorating.

**Basic Financial Statements (continued)**

The second System statement is the *Statement of Revenues, Expenses and Changes in Net Position* which reports how the System net position changed during the current fiscal year. All current year revenues and expenses are included regardless of when cash is received or paid.

The third System statement is the *Statement of Cash Flows* which reports how the System's cash position has changed during the current fiscal year.

The *Notes to the Financial Statements* provide additional information that is essential to a full understanding of the data provided in the other basic financial statements.

**Financial Analysis**

The table below provides a summary of Water and Sewerage System fund net position (in thousands):

| **Assets:** | **2024** | **2023** | **2024-2023 Net change** | **% change** | **2022** | **2023-2022 Net change** | **% change** |
|---|---|---|---|---|---|---|---|
| Current assets | $ 119,630 | 121,743 | (2,113) | (2) | 126,984 | (5,241) | (4) |
| Restricted assets | 54,595 | 93,329 | (38,734) | (42) | 165,151 | (71,822) | (43) |
| Capital assets, net of depreciation | 1,542,837 | 1,484,647 | 58,190 | 4 | 1,399,053 | 85,594 | 6 |
| Other non-current assets | 53,834 | 56,568 | (2,734) | (5) | 59,302 | (2,734) | (5) |
| Total assets | 1,770,896 | 1,756,287 | 14,609 | 1 | 1,750,490 | 5,797 | - |
| **Liabilities:** | | | | | | | |
| Current liabilities | 36,967 | 43,822 | (6,855) | (16) | 58,381 | (14,559) | (25) |
| Long-term liabilities | 560,485 | 583,196 | (22,711) | (4) | 605,974 | (22,778) | (4) |
| Total liabilities | 597,452 | 627,018 | (29,566) | (5) | 664,355 | (37,337) | (6) |
| **Deferred Inflows of Resources:** | | | | | | | |
| Deferred gain and leases | 1,513 | 2,433 | (920) | (38) | 3,623 | (1,190) | (33) |
| Total deferred inflows of resources | 1,513 | 2,433 | (920) | (38) | 3,623 | (1,190) | (33) |
| **Net position:** | | | | | | | |
| Net investment in capital assets | 984,114 | 934,652 | 49,462 | 5 | 917,325 | 17,327 | 2 |
| Restricted for debt retirement | 24,183 | 23,755 | 428 | 2 | 22,610 | 1,145 | 5 |
| Unrestricted | 163,634 | 168,429 | (4,795) | (3) | 142,577 | 25,852 | 18 |
| Total net position | $ 1,171,931 | 1,126,836 | 45,095 | 4 | 1,082,512 | 44,324 | 4 |

The System's assets above increased significantly since 2022 with the remaining proceeds on hand and capitalized construction costs for Big Creek wastewater treatment plant capital project expansion.

Long-term liabilities decreased in 2024 with scheduled principal payments on the County's outstanding bonded debt. The Net investment in capital assets increases commensurately with the decrease in long-term debt, as this liability finances system capital assets.

## Financial Analysis (continued)

The table below provides a summary of changes in net position (in thousands):

### Summary of Revenues, Expenses, and Changes in Net Position

| | 2024 | 2023 | 2024-2023 net change | % change | 2022 | 2023-2022 net change | % change |
|---|---|---|---|---|---|---|---|
| Operating revenues: | | | | | | | |
| Water and sewerage charges | $ 176,390 | 169,124 | 7,266 | 4 | 163,833 | 5,291 | 3 |
| Total Operating revenues | 176,390 | 169,124 | 7,266 | 4 | 163,833 | 5,291 | 3 |
| Operating expenses: | | | | | | | |
| Administrative and general | 5,791 | 5,677 | 114 | 2 | 5,683 | (6) | - |
| Depreciation and amortization | 41,865 | 39,933 | 1,932 | 5 | 39,560 | 373 | 1 |
| Personal services | 23,197 | 24,458 | (1,261) | (5) | 24,310 | 148 | 1 |
| Contractual services | 42,631 | 42,013 | 618 | 1 | 35,832 | 6,181 | 17 |
| Operating services | 18,190 | 18,117 | 73 | - | 16,706 | 1,411 | 8 |
| Total Operating expenses | 131,674 | 130,198 | 1,476 | 1 | 122,091 | 8,107 | 7 |
| Total Operating income | 44,716 | 38,926 | 5,790 | 15 | 41,742 | (2,816) | (7) |
| Nonoperating revenues (expenses): | | | | | | | |
| Gain (loss) on investment in joint venture | (2,639) | (2,639) | - | - | (4,626) | 1,987 | (43) |
| Interest income | 9,034 | 11,614 | (2,580) | (22) | 4,123 | 7,491 | 182 |
| Interest expense | (16,026) | (15,963) | (63) | - | (15,901) | (62) | - |
| Total nonoperating revenue(expense) | (9,631) | (6,988) | (2,643) | 38 | (16,404) | 9,416 | (57) |
| Change in net position before contributions | 35,085 | 31,938 | 3,147 | 10 | 25,338 | 6,600 | 26 |
| Capital contributions | 10,010 | 12,386 | (2,376) | (19) | 6,427 | 5,959 | 93 |
| Change in net position | 45,095 | 44,324 | 771 | 2 | 31,765 | 12,559 | 40 |
| Net position at beginning of year | 1,126,836 | 1,082,512 | 44,324 | 4 | 1,050,747 | 31,765 | 3 |
| Ending Net Position | $ 1,171,931 | 1,126,836 | 45,095 | 4 | 1,082,512 | 44,324 | 4 |

The System experienced additional increases in water and sewer revenues in 2024 as compared to 2023, largely because of a 5% rate increases approved for fiscal 2024. Interest income increased substantially with higher available earnings rate on system investments. Contractual and operating service costs remained consistent with 2023, primarily representing costs for operation of the wastewater treatment plants. It is expected these professional costs will increase in the coming years. Depreciation increased with larger amounts of capital assets placed in service. Interest income was slightly lower with less available capital funds on hand throughout the year. The loss on joint venture is largely determined at the annual drop in net position due to depreciation of the facilities at the jointly owned water treatment facility.

The Board of Commissioners adopted another 3-year plan of 5% rate increases to additionally fund the existing debt service through fiscal 2025.

## Capital Assets

Capital asset balances and activity for 2024 and 2023 are shown below:

| Water and Sewerage System fund: | | January 1, | | | December 31, |
|---|---|---|---|---|---|
| Capital assets not being depreciated: | | 2024 | Increases | Decreases | 2024 |
| Land improvements | $ | 10,201 | — | — | 10,201 |
| Construction in progress | | 440,344 | 89,263 | (85,346) | 444,261 |
| Total capital assets not being depreciated | | 450,545 | 89,263 | (85,346) | 454,462 |
| Capital assets being depreciated: | | | | | |
| Equipment | | 21,021 | 187 | — | 21,208 |
| Water system | | 336,680 | 2,930 | — | 339,610 |
| Sewer system | | 1,312,582 | 92,668 | — | 1,405,250 |
| Intangible assets | | 182,536 | 353 | — | 182,889 |
| Total capital assets being depreciated | | 1,852,819 | 96,138 | — | 1,948,957 |
| Less accumulated depreciation for: | | | | | |
| Equipment | | (19,037) | (890) | — | (19,927) |
| Water system | | (140,212) | (6,457) | — | (146,669) |
| Sewer system | | (564,164) | (28,562) | — | (592,726) |
| Intangible assets | | (95,304) | (5,956) | — | (101,260) |
| Total accumulated depreciation | | (818,717) | (41,865) | — | (860,582) |
| Net capital assets being depreciated | | 1,034,102 | 54,273 | — | 1,088,375 |
| Net capital assets-Water & Sewerage System fund | $ | 1,484,647 | 143,536 | (85,346) | 1,542,837 |

| Capital assets not being depreciated: | | January 1, 2023 | Increases | Decreases | December 31, 2023 |
|---|---|---|---|---|---|
| Land improvements | | 10,201 | — | — | 10,201 |
| Construction in progress | $ | 333,475 | 111,713 | (4,844) | 440,344 |
| Total capital assets not being depreciated | | 343,676 | 111,713 | (4,844) | 450,545 |
| Capital assets being depreciated: | | | | | |
| Equipment | | 20,646 | 375 | — | 21,021 |
| Water system | | 331,392 | 5,288 | — | 336,680 |
| Sewer system | | 1,300,385 | 12,197 | — | 1,312,582 |
| Intangible assets | | 181,738 | 798 | — | 182,536 |
| Total capital assets being depreciated | | 1,834,161 | 18,658 | — | 1,852,819 |
| Less accumulated depreciation for: | | | | | |
| Equipment | | (18,033) | (1,004) | — | (19,037) |
| Water system | | (133,821) | (6,391) | — | (140,212) |
| Sewer system | | (537,564) | (26,600) | — | (564,164) |
| Intangible assets | | (89,366) | (5,938) | — | (95,304) |
| Total accumulated depreciation | | (778,784) | (39,933) | — | (818,717) |
| Net capital assets being depreciated | | 1,055,377 | (21,275) | — | 1,034,102 |
| Net capital assets-Water & Sewerage System fund | $ | 1,399,053 | 90,438 | (4,844) | 1,484,647 |

**Capital Assets (continued)**

The primary change for 2024 and 2023 was investments made from System capital resources for sewerage treatment facilities, largely the improvements and expansion to the Big Creek wastewater treatment plant. No interest was allocated to capital projects during both years, while the System recorded over $10 million of capitalizations from donations of developer provided infrastructure in 2024.

**Agreements with neighboring governments**

The System is an equal equity partner in a joint-venture between the County and the City of Atlanta for the construction and operation of a water treatment facility in north Fulton County. The System incurred approximately $7.6 million in 2024 for water produced at this facility. The net value of this joint venture is $53,668 and $56,308 as of December 31, 2024 and 2023, respectively.

The System has paid approximately $170 million in prior years and an additional $.4 million in 2024 for the purchase of wastewater treatment capacity from neighboring systems. These costs are shown as intangible assets within the capital asset section on the financial statements of the Water and Sewerage System fund, and are being amortized using the straight-line method. Amortization of these intangible assets was $5.9 million for 2024 and 2023 respectively, is classified as an operating cost on the Statement of Revenues, Expenses and Changes in Fund Net Position-Proprietary funds. The balance at December 31, 2024 and 2023 is approximately $81.6 million and $87.2 million, respectively.

**Long-term liabilities**

This chart displays the System's long-term liabilities as of December 31, 2024. Detailed analysis of System debt is contained within the footnotes. The most recent bond issuances was the 2020B Water and Sewerage Revenue Refunding bond, issued in early 2021, in the amount of $120,364 to refund the outstanding balance of the 2011 Water and Sewerage Revenue Refunding bonds.

| Issue | Interest rate range | Maturity date | Authorized and issued | Total at December 31 2024 | 2023 |
|---|---|---|---|---|---|
| Series 2020A | 2.25-5.00% | 2044 | 290,595 | $ 289,095 | 290,595 |
| Series 2020B | 1.04% | 2027 | 120,364 | 46,097 | 61,147 |
| Series 2013 | 3.375-5.00% | 2034 | 223,265 | 219,705 | 223,265 |
| Totals | | | | 554,897 | 575,007 |
| | | | Unamortized Bond premiums | 24,105 | 26,665 |
| | | | | $ 579,002 | 601,672 |

## Cyber Incident in 2024

In early 2024, Fulton County became the target of an attempted incident to discover and recover information from the County's various information systems. The County employed various vendors related to technology, legal, and other disciplines to successfully mitigate the criminal attempt. The County made no ransom type payments of any kind to the criminal organization that took responsibility for the event, and no compromised data of any significance was to the County's knowledge, released to the public. Improvements to system access, as well as decisions on maintaining various technology-based systems have been implemented, yielding a higher level of system resilience, redundancy, and stability.

**FULTON COUNTY, GEORGIA**
**WATER AND SEWERAGE SYSTEM FUND**

Statements of Net Position

December 31, 2024 and 2023

(In thousands of dollars)

| Assets | 2024 | 2023 |
|---|---|---|
| Current assets: | | |
| Cash and cash equivalents (note 2) | $ 99,246 | 100,479 |
| Interest receivable | 391 | 478 |
| Customer receivables, net of allowance for doubtful accounts (note 3) | 17,138 | 13,994 |
| Due from other governments, net of allowance for doubtful accounts (note 3) | 2,760 | 6,699 |
| Lease receivable | 95 | 93 |
| Total current assets | 119,630 | 121,743 |
| Restricted assets (note 1): | | |
| Cash and cash equivalents (note 2) | 54,437 | 42,471 |
| Investments (note 2) | — | 50,719 |
| Interest receivable | 158 | 139 |
| Total restricted assets | 54,595 | 93,329 |
| Non-current assets: | | |
| Long term lease receivable | 166 | 260 |
| Investment in joint venture (note 4) | 53,668 | 56,308 |
| Capital Assets: | | |
| Nondepreciable capital assets | 454,462 | 450,545 |
| Depreciable capital assets, net of accumulated depreciation (note 6) | 1,088,375 | 1,034,102 |
| Total non-current assets | 1,596,671 | 1,541,215 |
| Total assets | 1,770,896 | 1,756,287 |
| Deferred Outflows of Resources | | |
| Deferred charge on refunding of bonds (note 5) | — | — |
| Total Deferred Outflows of Resources | — | — |

See accompanying notes to financial statements. (continued)

**FULTON COUNTY, GEORGIA**
**WATER AND SEWERAGE SYSTEM FUND**

Statements of Net Position
December 31, 2023 and 2022

(In thousands of dollars)

| Liabilities and Net Position | 2024 | 2023 |
|---|---|---|
| Liabilities: | | |
| Current liabilities: | | |
| Accounts payable | 3,919 | 4,797 |
| Accrued liabilities and payroll payable | 912 | 690 |
| Total current liabilities payable from unrestricted assets | 4,831 | 5,487 |
| Liabilities payable from restricted assets: | | |
| Contracts and other payables | 11,227 | 17,758 |
| Revenue bonds payable – current portion (note 7) | 20,442 | 20,110 |
| Unearned revenue | 467 | 467 |
| Total liabilities payable from restricted assets | 32,136 | 38,335 |
| Total current liabilities | 36,967 | 43,822 |
| Noncurrent liabilities: | | |
| Revenue bonds payable (note 7) | 558,560 | 581,562 |
| Accrued liabilities | 1,925 | 1,634 |
| Total noncurrent liabilities | 560,485 | 583,196 |
| Total liabilities | 597,452 | 627,018 |
| Deferred Inflows of Resources | | |
| Leases | 261 | 353 |
| Deferred gain on bond refunding | 1,252 | 2,080 |
| Total deferred Inflows of Resources | 1,513 | 2,433 |
| Net Position: | | |
| Net investment in capital assets | 984,114 | 934,652 |
| Restricted for debt retirement | 24,183 | 23,755 |
| Unrestricted | 163,634 | 168,429 |
| Total Net Position | $ 1,171,931 | 1,126,836 |

See accompanying notes to financial statements.

**FULTON COUNTY, GEORGIA**
**WATER AND SEWERAGE SYSTEM FUND**

Statements of Revenues, Expenses, and Changes in Net Position

Years ended December 31, 2024 and 2023

(In thousands of dollars)

| | | 2024 | 2023 |
|---|---|---|---|
| Operating revenues: | | | |
| Water and Sewerage charges | $ | 176,390 | 169,124 |
| Total operating revenues | | 176,390 | 169,124 |
| Operating expenses: | | | |
| Administrative and general | | 5,791 | 5,677 |
| Depreciation and amortization | | 41,865 | 39,933 |
| Personal services | | 23,197 | 24,458 |
| Contractual services | | 42,631 | 42,013 |
| Operating services | | 18,190 | 18,117 |
| Total operating expenses | | 131,674 | 130,198 |
| Operating income | | 44,716 | 38,926 |
| Non-operating revenues (expenses): | | | |
| Loss on investment in joint venture | | (2,639) | (2,639) |
| Interest income | | 9,034 | 11,614 |
| Interest expense | | (16,026) | (15,963) |
| Total non-operating expenses | | (9,631) | (6,988) |
| Income before contributions and transfers | | 35,085 | 31,938 |
| Capital contributions | | 10,010 | 12,386 |
| Change in net position | | 45,095 | 44,324 |
| Net position at beginning of year | | 1,126,836 | 1,082,512 |
| Net position at end of year | $ | 1,171,931 | 1,126,836 |

See accompanying notes to financial statements.

**FULTON COUNTY, GEORGIA**
**WATER AND SEWERAGE SYSTEM FUND**

Statements of Cash Flows

Years ended December 31, 2024 and 2023

(In thousands of dollars)

| | | 2024 | 2023 |
|---|---|---|---|
| Cash flows from operating activities: | | | |
| Receipts from customers and users | $ | 177,185 | 170,481 |
| Payments to suppliers | | (74,626) | (81,660) |
| Payments to employees | | (22,906) | (24,566) |
| Net cash provided by operating activities | | 79,653 | 64,255 |
| Cash flows from capital and related financing activities: | | | |
| Principal and interest payments on revenue bonds | | (39,522) | (39,534) |
| Additions to capital assets | | (89,691) | (113,141) |
| Net cash provided by (used in) capital and related financing activities | | (129,213) | (152,675) |
| Investing activities: | | | |
| Purchase of investments | | — | (49,905) |
| Proceeds from sale of investments | | 50,719 | 115,534 |
| Interest received on investments | | 9,574 | 11,792 |
| Net cash (used in ) provided by investing activities | | 60,293 | 77,421 |
| Net change in cash and cash equivalents | | 10,733 | (10,999) |
| Cash and cash equivalents at beginning of year | | 142,950 | 153,949 |
| Cash and cash equivalents at end of year | $ | 153,683 | 142,950 |
| Reconciliation of operating income to net cash provided by operating activities: | | | |
| Operating income | $ | 44,716 | 38,926 |
| Adjustments to reconcile operating income to net cash provided by operating activities: | | | |
| Depreciation and amortization | | 41,865 | 39,933 |
| Changes in assets and liabilities: | | | |
| Customer receivables - net | | (3,144) | (450) |
| Lease receivables | | (92) | (92) |
| Change in due from other governments - net | | 3,939 | 1,807 |
| Accounts payable | | 291 | 2,144 |
| Accrued liabilities | | (655) | (108) |
| Change in deferred inflows (leases) | | 92 | 92 |
| Change in deferred outflows (gain on refunding) | | (828) | (1,098) |
| Contractual and other liabilities | | (6,531) | (16,899) |
| Net cash provided by operating activities | $ | 79,653 | 64,255 |
| Non-cash transactions: | | | |
| Donated capital assets contributed by outside sources | $ | 10,010 | 12,386 |
| Gain (loss) on investment in joint venture | | (2,639) | (2,639) |

See accompanying notes to financial statements.

## (1) Summary of Significant Accounting Policies

### *(a) Description of the System*

The Fulton County, Georgia Water and Sewerage System Fund (the "System") accounts for the provision of water and sewerage services to individuals, organizations, and other governmental units within Fulton County (the "County"), except for those areas of the County serviced by the City of Atlanta. Additionally, the System sells water and treatment plant capacity to neighboring jurisdictions at contractually established rates. All revenues from sources applicable to such services and all expenses incurred in the provision of such services are recorded in the accounts of the System.

The System is considered an enterprise fund of the County, and the accompanying financial statements present only the statements of net position, revenues, expenses and changes in net position, and cash flows of the System; they are not intended to present fairly the government-wide statement of net position and changes in net position of Fulton County, Georgia in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Each year, the County publishes an Annual Comprehensive Financial Report ("ACFR"), which includes the System and all of the County's other funds. The latest audited financial statements, at the date of this report, is as of and for the year ended December 31, 2024; these should be read in conjunction with these financial statements.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating expenses for the enterprise funds and the internal service funds include the cost of sales and services, administrative expenses, and deprecation of capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses. The generally accepted accounting principles applicable are those similar to business in the private sector.

### *(b) Basis of Presentation*

As required by various County ordinances and bond indentures, the financial activities of the System are accounted for in separate accounts established by such ordinances or indentures; each such account is considered a separate accounting entity and presented in the accompanying financial statements as a single enterprise fund.

### *(c) Cash, Cash Equivalents, and Investments*

The System's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Investments are reported at fair value based on quoted market values. Interest income on investments is accrued as earned. The net appreciation (depreciation) in the fair value of investments is based on the valuation of investments as of the balance sheet date.

**(1) Summary of Significant Accounting Policies (continued)**

***(d) Capital Assets***

System capital assets are recorded at cost or estimated historical cost. Depreciation is provided on the straight-line method over the estimated useful lives of the assets.

The cost of normal maintenance and repairs that do not add to the value of the asset or that materially extend assets lives are not capitalized. Net interest cost incurred during the construction of facilities is capitalized as part of the cost of such facilities for business-type activities. No such capitalized interest was incurred in 2024.

The estimated useful lives of the principal classes of assets are as follows:

| Classification | Years |
|---|---|
| System improvements | 25-50 |
| Equipment and other | 7-12 |
| Intangible assets-capacity rights | 28-40 |

Donated assets are recorded at their estimated fair market value when received. Direct costs such as planning, engineering, and construction management are capitalized as incurred in construction projects. Indirect administrative costs are expensed in the period in which they occur.

***(e) Bond Premiums or Discounts/Debt Issuance Costs***

Bond premiums or discounts are deferred and amortized over the term of the debt. Bond debt issuance costs are expenses as incurred to comply with new Governmental Accounting Reporting Requirement Statement No. 65. Bond premiums or discounts are also now presented separate from the face value of the outstanding debt, and classified as Deferred Outflows of Financial Resources.

***(f) Restricted Assets***

Certain proceeds of revenue bonds, as well as resources set aside for their repayment, are classified as restricted assets on the Statement of Net Position as their use is limited by covenants.

***(g) Other Liabilities***

System employees are granted annual leave and sick leave in varying amounts. In the event of termination, an employee is reimbursed for an accumulated annual leave up to a maximum of 360 hours. Exempt employees are not eligible to receive compensatory time without executive approval. Employees are not reimbursed for accumulated sick leave if terminated prior to retirement, therefore accrued sick leave is not reported in the accompanying financial statements. Upon retirement, accumulated sick leave may be counted as creditable service for pension benefit purposes. Liabilities for compensated absences other than sick leave are all considered long-term obligations of the System. Accumulated vacation leave is recorded as an expense and liability as the benefits accrue to employees.

## (1) Summary of Significant Accounting Policies (continued)

### *(h) Interfund Transactions*

Quasi-external transactions between the System and other funds of the County are accounted for as revenues or expenses. Transactions that constitute reimbursements to a fund for expenses initially made from it that are properly applicable to the System are recorded as expenses by the System. Services provided by the System to other funds are accounted for in a like fashion.

### *(i) Restricted Net Position*

Restrictions of Net Position are presented consistent with requirements of GASB Statement No. 34 and 63 and various bond covenants of the System.

### *(j) Statement of Cash Flows*

For purposes of the statements of cash flows, the System considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

### *(k) Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

### *(l) Risk Management*

The System is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The System participates in a County-wide risk management program for all funds of Fulton County, Georgia. Pursuant to this risk management program, the County is self-insured for workers' compensation, unemployment, long-term disability, auto liability, and general liability and fully self-insured for employee medical claims. The County pays such claims as they become due and makes appropriate provision for the accrual of claims liabilities, including incurred but unreported losses. The System funds its estimated portion of the County's risk management activities via quasi-external transactions.

### *(m) Deferred Outflows/Inflows of Resources*

Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The System has one item that qualifies for reporting in this category – the deferred gain on refunding. A deferred gain on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is no longer reported net of debt and is deferred and amortized over the shorter of the life of the refunded bonds.

## (2) Cash, Cash Equivalents, and Investments

The following is a summary of the carrying amounts of cash, cash equivalents, and investments of the System (in thousands of dollars):

| | December 31, 2024 | December 31, 2023 |
|---|---|---|
| Unrestricted: | | |
| Cash and cash equivalents | $ 99,246 | 100,479 |
| Investments | - | - |
| Restricted: | | |
| Cash and cash equivalents | 54,437 | 42,471 |
| Investments | - | 50,719 |
| | $ 153,683 | 193,669 |

Fulton County uses a centralized cash disbursement account for all of its funds including those of the Water and Sewerage System Fund. Although cash applicable to a particular fund is segregated for financial reporting purposes, the corresponding portion of the centralized bank account balance cannot be identified. The bank balances (county-wide) were covered by federal depository insurance or by collateral held by the County's agent in its name.

***Interest Rate Risk***

State of Georgia statutes authorize the County to invest in direct obligations of the U.S. government, obligations insured or guaranteed by the U.S. government or a U.S. government agency, obligations of any corporation of the U.S. government, prime bankers' acceptances, obligations of the State of Georgia or other states, certain collateralized repurchase agreements, certain obligations of other political subdivisions of the State of Georgia, certain certificates of deposit, and the Georgia Fund 1 state investment pool. Interest rate risk is the risk that changes in interest rates of debt investments will adversely affect the fair value of an investment. As of December 31, 2024 and 2023, the System had the following investments.

| | | December 31, 2024 | | | |
|---|---|---|---|---|---|
| Fixed Income: | | Fair Value | to 3 months | 4-12 months | 1-5yrs |
| US Agency Obligations | $ | - | - | - | - |
| Fixed Income subtotal | | - | - | - | - |
| Money Market funds | | 22,217 | | | |
| Georgia Fund 1 | | 131,466 | | | |
| Total cash equivalents and investments | $ | 153,683 | | | |

| | | December 31, 2023 | | | |
|---|---|---|---|---|---|
| | | Fair Value | to 3 months | 4-12 months | 1-5yrs |
| US Agency Obligations | $ | 50,719 | - | 50,719 | - |
| Fixed Income subtotal | | 50,719 | - | 50,719 | - |
| Money Market funds | | 3,431 | | | |
| Georgia Fund 1 | | 135,779 | | | |
| Total cash equivalents and investments | $ | 189,929 | | | |

## (2) Cash, Cash Equivalents, and Investments (continued)

In accordance with its investment policy and bond covenants, the Water and Sewerage System fund manages its exposure to the risk of declines in fair values of investment by limiting the maturities of its investments to a maximum of five years for all debt service and debt service reserve accounts, and three years for investments held in the construction funds.

### *Custodial Credit Risk*

The custodial credit risk for deposits is the risk that, in the event of a bank failure, the System's deposits may not be recovered. The System limits its exposure to custodial credit risk by requiring all deposits to be collateralized in accordance with state law.

### *Credit Quality Risk*

Credit Quality Risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The Georgia Fund 1 is managed by the State of Georgia Office of the State Treasurer to maximize current income while preserving principal and providing daily liquidity. It is managed to maintain a constant net asset value of $1.00 and a weighted maturity of 90 days or less. The money market funds held at December 31, 2024 are of the highest quality short-term ratings.

### *Fair Value Measurement*

GASB Statement No. 72, *Fair Value Measurement and Application*, enhances comparability of governmental financial statements by requiring fair value measurement for certain assets and liabilities using a consistent definition and accepted valuation techniques. The standard establishes a hierarchy of inputs used to measure fair value that prioritizes the inputs into three categories – Level 1, Level 2 and Level 3 inputs – considering the relative reliability of the inputs. The hierarchy gives the highest priority of unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 2 measurements). The three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted (unadjusted) prices in active markets for identical financial assets or liabilities that are accessible at the measurement date;

Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the financial asset or liability, either directly or indirectly;

Level 3 inputs are unobservable inputs for the financial asset or liability.

The level in the fair value hierarchy within which a fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. Local Government Investment Pools, such as Georgia Fund 1 are categorized as a Level 1, as are the money market funds held as of December 31, 2024 listed in the Interest Rate Risk chart on the previous page.

## (3) Allowances for Doubtful Accounts

Allowances for doubtful accounts at December 31, 2024 and 2023 are as follows (in thousands of dollars):

| | 2024 | 2023 |
|---|---|---|
| Customer receivables | $ 2,137 | 1,045 |
| Due from other governments | $ 6,134 | 5,836 |

## (4) Investment in Joint Venture

***Atlanta-Fulton County Water Resources Commission*** - The Atlanta-Fulton County Water Resource Commission is a joint venture between the County and the City of Atlanta for the construction and operation of a water treatment facility in north Fulton County. The County and the City share equally the costs of construction of the plant, and each is entitled to receive 50% of the total water supply treated by the plant or 50% of the plant's capacity, whichever is greater. The costs of operation of the plant were borne pro rata by the City and the County on the basis of water delivered to each party. The County incurred charges of approximately $7.6 million in 2024 and 7.7 million in 2023 for water produced at this facility, which is classified as an operating cost to the Fulton County Water & Sewerage System. The Atlanta Fulton County Water Resources Commission is governed by a seven-member management commission, three members of the Commission are appointed by the City, three are appointed by the County, and one independent member is elected by the vote of the other members. Both the City and County approve the annual budget of the Commission.

At December 31, 2024 and 2023, the County's share of the depreciated cost of the facility is shown as "Investment in joint venture" in the accompanying statement of net position.

Complete financial statements for the Atlanta-Fulton County Water Resource Commission can be obtained from the following respective administrative office:

Atlanta-Fulton County Water Resource Commission
9750 Spruill Road
Alpharetta, Georgia 30022

## (5) Other Assets

***Cost-Sharing Arrangements***

The System initially paid $58 million with neighboring Cobb County, Georgia in 2003 for the purchase of long-term wastewater treatment capacity at the R.L Sutton wastewater treatment plant and the adjoining underground conveyance system. An additional $.4 million was added during fiscal 2024. The System previously incurred $99.9 million in similar capital costs through facilities owned by the City of Atlanta. The System will share in the cost of annual capital improvements at these facilities on a pro rata basis. These costs were previously shown as other assets on the financial statements of the Water and Sewerage System fund, but now appear as "Intangible Assets"

## (5) Other Assets (continued)

and are included within the capital asset disclosure section of the Water and Sewerage System fund. These assets are being depreciated over twenty-eight years for the Atlanta facilities and forty years for the Cobb County facilities, both using the straight-line method. Depreciation of these intangible assets, approximately $5.9 million in 2024 and 2023 and is classified as an operating cost on the Statement of Revenues, Expenses and Changes in Net Position. The balances for intangible assets are $81.6 million and $87.2 million at December 31, 2024 and December 31, 2023, respectively.

A Deferred gain on refunding of bonds of $1,252 and $2,080 as of December 31, 2024 and 2023, respectively, is classified as a Deferred Inflow of Resources, resulted from the 2021 refunding of the 2011 Water and Sewerage revenue refunding bonds, and is being amortized over the life of the remaining 2020B refunding bonds.

## (6) Capital Assets

The following charts display capital asset balances and activity for 2024 and 2023 (in thousands):

| Water and Sewerage System fund: | January 1, 2024 | Increases | Decreases | December 31, 2024 |
|---|---|---|---|---|
| Capital assets not being depreciated: | | | | |
| Land improvements | $ 10,201 | — | — | 10,201 |
| Construction in progress | 440,344 | 89,263 | (85,346) | 444,261 |
| Total capital assets not being depreciated | 450,545 | 89,263 | (85,346) | 454,462 |
| Capital assets being depreciated: | | | | |
| Equipment | 21,021 | 187 | — | 21,208 |
| Water system | 336,680 | 2,930 | — | 339,610 |
| Sewer system | 1,312,582 | 92,668 | — | 1,405,250 |
| Intangible assets | 182,536 | 353 | — | 182,889 |
| Total capital assets being depreciated | 1,852,819 | 96,138 | — | 1,948,957 |
| Less accumulated depreciation for: | | | | |
| Equipment | (19,037) | (890) | — | (19,927) |
| Water system | (140,212) | (6,457) | — | (146,669) |
| Sewer system | (564,164) | (28,562) | — | (592,726) |
| Intangible assets | (95,304) | (5,956) | — | (101,260) |
| Total accumulated depreciation | (818,717) | (41,865) | — | (860,582) |
| Net capital assets being depreciated | 1,034,102 | 54,273 | — | 1,088,375 |
| Net capital assets-Water & Sewerage System fund | $ 1,484,647 | 143,536 | (85,346) | 1,542,837 |

## (6) Capital Assets (continued)

| Water and Sewerage System fund: | January 1, 2023 | Increases | Decreases | December 31, 2023 |
|---|---|---|---|---|
| Capital assets not being depreciated: | | | | |
| Land improvements | $ 10,201 | — | — | 10,201 |
| Construction in progress | 333,475 | 111,713 | (4,844) | 440,344 |
| Total capital assets not being depreciated | 343,676 | 111,713 | (4,844) | 450,545 |
| Capital assets being depreciated: | | | | |
| Equipment | 20,646 | 375 | — | 21,021 |
| Water system | 331,392 | 5,288 | — | 336,680 |
| Sewer system | 1,300,385 | 12,197 | — | 1,312,582 |
| Intangible assets | 181,738 | 798 | — | 182,536 |
| Total capital assets being depreciated | 1,834,161 | 18,658 | — | 1,852,819 |
| Less accumulated depreciation for: | | | | |
| Equipment | (18,033) | (1,004) | — | (19,037) |
| Water system | (133,821) | (6,391) | — | (140,212) |
| Sewer system | (537,564) | (26,600) | — | (564,164) |
| Intangible assets | (89,366) | (5,938) | — | (95,304) |
| Total accumulated depreciation | (778,784) | (39,933) | — | (818,717) |
| Net capital assets being depreciated | 1,055,377 | (21,275) | — | 1,034,102 |
| Net capital assets-Water & Sewerage System fund | $ 1,399,053 | 90,438 | (4,844) | 1,484,647 |

Donated contributions of capital are $10,010 for fiscal 2024, while $12,386 was capitalized for fiscal 2023. All depreciation of $41,865 in 2024 and $39,933 in 2023 is for water and sewer operations.

## (7) Revenue Bonds Payable – Long-term liabilities

The County pledges income derived from the acquired constructed assets to pay debt service. The County has issued revenue bonds for the general government and for proprietary activities. Water and Sewerage Revenue bonds are paid from business-type activities. Revenue bonds outstanding are as follows (in thousands):

| Issue | Interest Rate Range | Maturity Date | Authorized and Issued | | Totals at December 31 2024 | 2023 |
|---|---|---|---|---|---|---|
| Series 2020A | 2.25-5.00% | 2044 | 290,595 | $ | 289,095 | 290,595 |
| Less current portion | | | | | (1,500) | (1,500) |
| Series 2020B (private placed) | 1.04% | 2027 | 120,364 | | 46,097 | 61,147 |
| Less current portion | | | | | (15,207) | (15,050) |
| Series 2013 | 3.375-5.00% | 2034 | 223,265 | | 219,705 | 223,265 |
| Less current portion | | | | | (3,735) | (3,560) |
| | | | | $ | 534,455 | 554,897 |

This chart displays the System's long-term liabilities and related activity for 2024 and 2023.

| | | Balance January 1, 2024 | Increases | Decreases | Balance December 31, 2024 | Due within One year |
|---|---|---|---|---|---|---|
| Water & Sewerage Revenue Bonds | $ | 575,007 | — | (20,110) | 554,897 | 20,442 |
| Less deferred charges, net | | 26,665 | — | (2,560) | 24,105 | |
| Total Water & Sewerage Revenue Bonds | | 601,672 | — | (22,670) | 579,002 | |
| Other Long-Term Liabilities | | 1,634 | 1,093 | (802) | 1,925 | |
| Total System long-term liabilities | $ | 603,306 | 1,093 | (23,472) | 580,927 | 20,442 |

| | | Balance January 1, 2023 | Increases | Decreases | Balance December 31, 2023 | Due within One year |
|---|---|---|---|---|---|---|
| Water & Sewerage Revenue Bonds | $ | 594,921 | — | (19,914) | 575,007 | 20,110 |
| Less deferred charges, net | | 29,225 | — | (2,560) | 26,665 | |
| Total Water & Sewerage Revenue Bonds | | 624,146 | — | (22,474) | 601,672 | |
| Other Long-Term Liabilities | | 1,742 | 589 | (697) | 1,634 | |
| Total System long-term liabilities | $ | 625,888 | 589 | (23,171) | 603,306 | 20,110 |

## (7) Revenue Bonds Payable – Long-term liabilities (continued)

Aggregate System annual debt service requirements are as follows (in thousands of dollars):

| December 31 | | Principal | Interest | Total |
|---|---|---|---|---|
| 2025 | $ | 20,442 | 19,003 | 39,445 |
| 2026 | | 20,785 | 18,584 | 39,369 |
| 2027 | | 21,140 | 18,153 | 39,293 |
| 2028 | | 27,110 | 17,711 | 44,821 |
| 2029 | | 28,390 | 16,355 | 44,745 |
| 2030-2034 | | 163,935 | 59,699 | 223,634 |
| 2035-2039 | | 127,080 | 30,464 | 157,544 |
| 2040-2044 | | 146,015 | 11,517 | 157,532 |
| Total | | 554,897 | 191,486 | 746,383 |
| Unamortized premiums | | 24,105 | (24,105) | - |
| Total | | 579,002 | 167,381 | 746,383 |

The revenue bond indenture contains significant limitations and restrictions on annual debt service requirements, maintenance of and flow of money through various restricted accounts, minimum amounts to be maintained in various sinking funds, and minimum revenue bond coverage ratios.

## (8) Retirement Plans

### *(a) County Pension Plan (in thousands, except for membership data)*

The Water and Sewerage System has employees who are still in active status that participate in the Fulton County Employees Retirement System Pension Plan (the "Plan"), a single-employer defined benefit retirement plan. The Plan was created effective September 1, 1991, as successor to four separate County-maintained pension plans, for all eligible employees of Fulton County. Prior to the establishment of the Plan, the employees of the County were participants in one of two predecessor plans, the General Employees' Pension Plan or the Employees' Pension Plan. Employees who did not elect to participate in the Plan will continue to be eligible for the same benefits of the prior plan in which they participated; however, participation was made a condition of employment for new employees as of September 1, 1991.

The Plan is administered by an eleven member board of trustees which includes two members of the Board of Commissioners, the County Manager, the Chief Financial Officer, a representative citizen of the County, a designee of the Commission's Chairman, a Peace Officer, two retirees of the County, and two active employees.

On June 16, 1998, the County adopted a 401(A) defined contribution plan. All active participants in the Fulton County Employees' Retirement System have the annual option to remain in their current defined benefit plan or elect to participate in the new defined contribution plan. Employees hired on or after July 1, 1999 participate in the Fulton County Defined Contribution Plan.

**(8) Retirement Plans (continued)**

The funding method and determination of benefits payable are provided in or authorized by various acts of the Georgia Legislature and statutes enacted by the County under home rule powers granted by the State. The Plan generally provides that funds to provide retirement benefits are to be accumulated from employee and County contributions and income from the investment of accumulated funds. Should the accumulated funds be insufficient to meet and pay the benefits when due, Fulton County shall be required to make up any deficiency.

The Plan provides monthly retirement benefits that represent 2.25% of the participants' monthly earnings (the average of the highest three 12-month period of employment) for the first five years of credible service and then 2.5% thereafter. The Plan awards cost-of-living increases annually, up to a 3% maximum. Benefits also may be payable at termination, death, or disability.

The County's contribution is the actuarially determined amount necessary to fund benefits, less employee contributions. The actuarially determined contribution amount is the sum of the annual normal cost and the amortization of the unfunded actuarial accrued liability over the years remaining in the allowable funding period. The actuarial cost method used for funding purposes is the entry age normal cost method. This is one of the approved methods for such plans in Georgia and provides for contributions based on a level percentage of future payroll. The unfunded actuarial accrued liability is amortized on a closed basis over a period established by State of Georgia guidelines.

The required contribution percentages developed in the most recent actuarial valuations for the Plan, and the actual contributions, but not including contributions of $321 to the Supplemental Plan described in this note, made for 2024 are as follows (in thousands of dollars):

| | 2024 |
|---|---|
| Total required employer contributions: | |
| Dollar amount | $ 62,340 |
| Percent of covered payroll | 1058.95% |
| Actual employer contributions: | |
| Dollar amount | $ 61,952 |
| Percent of covered payroll | 1052.36% |

Employee contribution rates are established in accordance with pension law. During 2024 actual countywide employee contributions were $425 which represented 7.22% of covered payroll. Employee contributions exceeded those set forth in pension law due to back-due contributions required of employees covered by certain of the County's prior separate plans, who under older pension laws, have the ability to increase their retirement benefits by making such back-due contributions.

## (8) Retirement Plans (continued)

***Membership***

Current membership in the Plan and current year payrolls for 2024 are as follows:

| | | |
|---|---|---|
| Members: | | |
| Retired and receiving benefits | $ | 2,950 |
| Terminated with vested benefits | | 17 |
| Active employees: | | |
| Vested | | 66 |
| Total members | | 3,033 |
| Total current year payroll for employees covered by the Plan (in thousands) | $ | 5,887 |

Accumulated plan benefits are those future periodic payments, including lump-sum distributions that are attributable under the Plan's provisions to the service employees have rendered. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated employees or their beneficiaries, (b) beneficiaries of employees who have died, and (c) present employees or their beneficiaries. Benefits under the Plan are based on employee compensation.

The accumulated plan benefits for active employees are based on their average compensation and credited service ending on the date as of which the benefit information is presented (the valuation date). Benefits payable under all circumstances — retirement, death, disability, and termination of employment — are included, to the extent they are deemed attributable to employee service rendered to the valuation date.

The actuarial present value of accumulated plan benefits is that amount that results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of money (through discounts for interest) and the probability of payment (by means of decrements such as for death, disability, withdrawal, or retirement) between the valuation date and the expected date of payment. An actuarial valuation of the Plan is performed annually each January 1, and an update is performed to determine the Actuarial Value of Assets and Actuarial Accrued Liability.

Effective as of the January 1, 2025 valuation, the Fulton County Employees Retirement System Board approved a lower assumed rate of return from 6.70% to 6.60%. These changes affected the actuarial liability by $16.9 million as of the date of this valuation.

**(8) Retirement Plans (continued)**

The System's total and net pension liability for the years ended December 31, 2024 and 2023 are as follows:

| Fiscal year ended | Total Pension Liability | Fiduciary Net Position | Net Pension Liability | Fiduciary net position as a percentage of Total Pension Liability |
|---|---|---|---|---|
| December 31, 2024 | $ 1,897,479 | 1,523,324 | $ 374,155 | 80.28% |
| December 31, 2023 | $ 1,900,928 | 1,453,658 | $ 447,270 | 76.47% |

***Sensitivity of the Net Pension Liability to Changes in the discount rate***

The following presents the net pension liability of the County, calculated using the discount rate of 6.60%, and the System's net pension liability would be if it were calculated using a discount rate this is one-percentage-point lower (5.60%) or one-percentage-point higher (7.60%) than the current rate.

| | 1% Decrease (5.60%) | Current Discount (6.60%) | 1% Increase (7.60%) |
|---|---|---|---|
| System's net pension liability | $559,258 | $374,155 | $216,427 |

The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rates (as a percentage of pay) and the county contributions will be made equal to the actuarial determined contribution. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected benefit payments of current plan members. Therefore, the long-term expected rate of return on the pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

## (8) Retirement Plans (continued)

Changes in Total and Net Pension Liability, and Plan Fiduciary Net Position are shown below:

| | | Total Pension Liability | Plan Fiduciary Net Position | Net Pension Liability |
|---|---|---|---|---|
| **Balances at December 31, 2023** | $ | 1,900,928 | 1,453,658 | 447,270 |
| Changes for the year: | | | | |
| Service cost | | 1,185 | - | 1,185 |
| Interest | | 122,269 | - | 122,269 |
| Benefit changes | | - | - | - |
| Difference between expected and actual experience | | 10,601 | - | 10,601 |
| Change of assumptions | | 16,909 | - | 16,909 |
| Contributions - employer | | - | 61,952 | (61,952) |
| Contributions - employee | | - | 425 | (425) |
| Net investment income | | - | 162,493 | (162,493) |
| Benefit payments, including refunds of employee contributions | | (154,413) | (154,413) | - |
| Administrative expense | | - | (791) | 791 |
| Net changes | $ | (3,449) | 69,666 | (73,115) |
| **Balances at December 31, 2024** | $ | 1,897,479 | 1,523,324 | 374,155 |

***Methods and assumptions used in the calculations of actuarially determined contributions***

The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

| | |
|---|---|
| Valuation Date | January 1, 2025 |
| Actuarial cost method | Entry Age Normal |
| Amortization method | Level Dollar, closed period. |
| Remaining amortization period | 9 year average remaining, depending on which bases. |
| Asset valuation method | Market value of assets less unrecognized returns in each of the last five years. Unrecognized return is equal to the difference between the actual market return and the expected return on the actuarial value, and is recognized over a five-year period, further adjusted, if necessary, to be within 20% of the market value. |
| Investment rate of return | 6.60% (1/1/2025 valuation). The net investment return assumption is a long-term estimate derived from historical data, current and recent market expectations, and professional judgment. As part of the analysis, a building block approach was used that reflects inflation expectations and anticipated risk premiums for each of the portfolio's asset classes, as well as the System's target asset allocation. |
| Inflation rate | 2.5% |

**(8) Retirement Plans (continued)**

| | |
|---|---|
| Projected salary increases | 3.0%-6.0% depending on age, and if Public Safety |
| Mortality Rates-Pre-Retirement | Pri-2012 Employee Blue Collar Amount-weighted Mortality Tables, sex-distinct, projected generationally with Scale MP-2020 from 2012. |
| Mortality Rates-Healthy Annuitants | Pri-2012 Healthy Retiree Blue Collar Amount-weighted Mortality Tables times 105% for Males, (no adjustment for Females) projected generationally with Scale MP-2020 from 2012. |
| Mortality Rates-Disabled Annuitants | Pri-2012 Disables Retiree Amount-weighted Mortality Tables, sex-distinct, projected generationally with Scale MP-2020 from 2012. |

The following presents target allocations and long term expected rates of return for the Plan. The long-term expected rate of return on pension plan investments was determined using a building –block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These rates are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the pension plan's target asset allocation as of December 31, 2024 as shown below.

| Asset Class | Target Allocation | Long-term Expected Real Rate of Return* |
|---|---|---|
| U.S. Large Cap Equity | 31.50% | 6.90% |
| U.S. Small/Mid Cap Equity | 14.00% | 7.70% |
| International Large Cap Equity | 12.50% | 6.50% |
| Emerging Market Equity | 5.00% | 9.40% |
| International Small Cap Equity | 5.00% | 7.80% |
| Bank Loans | 5.00% | 6.80% |
| Domestic Fixed Income | 20.00% | 5.30% |
| Asset Allocation (60/40 EQ/Fl Tft) | 7.00% | 6.40% |
| | 100.00% | |

*Expected real rate of return is net of inflation

**(8) Retirement Plans (continued)**

***Pension Expense and Deferred Outflows of Resources Related to Pensions***

The following table provides a summary of the deferred inflows and outflows related to pensions as of December 31, 2024 (the measurement date).

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Net difference between projected and actual earnings on plan investments | $ - | $ 5,139 |
| Total | $ - | $ 5,139 |

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

| Year ended December 31: | Deferred Outflows of Resources (a) | Deferred Inflows of Resources (b) | Amount recognized in Pension Expenses as an Increase or (Decrease) to Pension Expense (a)-(b) |
|---|---|---|---|
| 2025 | $ - | $ 15,599 | $ (15,599) |
| 2026 | - | 33,302 | (33,302) |
| 2027 | - | (40,399) | 40,399 |
| 2028 | - | (13,641) | 13,641 |
| Thereafter | - | - | - |
| Total | - | (5,139) | 5,139 |

Note: In accordance with Paragraph 71 of GASB Statement 68, the difference between projected and actual earnings on investments is recognized over a closed five-year period. Assumption changes and the difference between expected and actual total pension liability experience are each recognized over a closed period equal to the average of the expected remaining service lives of all employees that are provided with pensions through the pension plan (active employees and inactive employees), determined as of the beginning of the measurement period. For 2024, the period is one year, and therefore those changes are recognized immediately.

***Fulton County Employees' Retirement System Supplemental Plan***

On January 1, 2000, the Fulton County Employees' Retirement System Supplemental Plan was created to pay benefits in excess of the limitations required for compliance with federal tax laws. The accrued liability estimate for this plan is approximately $1.4 million as of January 1, 2025 biannual actuarial valuation date. Plan assets total $1.1 million, and the unfunded balance is $.3 million which is being amortized on a two-year level dollar method. Participant information, actuarial funding methods, and other assumptions are the same as the Fulton County Employees' Retirement System. This liability does not appear on the actuarial information presented for the Fulton County Employees Retirement System Plan.

**(8) Retirement Plans (continued)**

Complete financial statements for the Plan can be obtained at the following address:

Fulton County
Suite 7001
141 Pryor Street, N.W.
Atlanta, Georgia 30303

***(b) Defined Contribution Plan (in thousands)***

The Fulton County Defined Contribution Pension Plan was established in June 1999 to provide retirement benefits for new employees, appointees and other County officials, as the defined benefit plan was closed. Empower Retirement, who acquired Mass Mutual, serves as an independent administrator of the plan. At December 31, 2024, the plan had 6,274 total participants, of which 4,414 actively employed participants contributed 6% of their pensionable earnings, approximately $18,909 during 2024. The County also contributed $25,173 which was 8% of their pensionable earnings throughout the year. The County also contributed an additional $2,005 in matched funds into the Plan for those Participants electing to participate in the County's Deferred Compensation Plan. Participants fully vest the matched contributions over a five-year period.

***(c) Deferred Compensation Plan (in thousands)***

The County has adopted a deferred compensation plan (the "Plan") in accordance with the 2001 revisions of Section 457 of the Internal Revenue Code. The Plan, available to all Fulton County employees, allows an employee to voluntarily defer a certain percentage of gross compensation, not to exceed $23 for those less than 50 years of age, and an additional $7.5 for all others above 50 years of age and older. Plan assets are held in custodial accounts for the exclusive benefit of the Plan participants and their beneficiaries and, therefore, the plan assets and liabilities are not recorded on the County's financial statements. Empower Retirement, who acquired Mass Mutual, serves as an independent administrator of the plan.

**(9) Other Post-Employment Benefits**

***Fulton County (in thousands, except for employee participant data)***

The County, through Board action, provides single employer health care and life insurance benefits for retired employees that may have worked for the water and sewerage operations through an independent third party administrator, in which all of the County's employees, including water and sewerage dedicated employees, may become eligible for these benefits if they reach normal retirement age while working for the County. Fulton County contributes 75-90% of the premium cost for health care coverage, based upon the plan chosen by the participant and what required employee match existed at separation date. The County also contributes 100% of the premium cost for $10 of life insurance coverage for those employees retiring after December 1, 1988. The County pays 75% of the life insurance premiums for those persons who retired prior to December 1, 1988. The total cost to provide retiree health care and life insurance benefits, in the Health Insurance Stabilization fund, an internal service fund, is recognized as paid; such costs approximated $51,133 in 2024 and $39,688 in 2023.

**(9) Other Post-Employment Benefits (continued)**

The County contributions to this liability is funded by the above Health Insurance Stabilization fund, which in turn is funded by premiums charged to primarily the County's General fund as well as other funds consisting of payroll costs. In accordance with GASB Statement No. 74 and 75, *Accounting and Financial Reporting by Employers for Postemployment Benefit Plans Other Than Pension Plans*, as well as GASB the County's annual other postemployment benefit (OPEB) cost is calculated based on the actuarially determined employer contribution of the employer (ADEC) which is required to be actuarially determined biannually.

The Actuarially Determined Employer Contribution and Total OPEB Obligation amounts were determined under the Entry age normal, level percentage of pay method. As of the January 1, 2025 evaluation date, (the latest available) the number of retirees with current health care coverage was 3,214. Approximately 4,109 active countywide employees are covered in this plan.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of future events. Examples include assumptions of future employment, mortality, and health care cost trends. Amounts determined regarding annual required contributions are subject to revision as results are compared with past expectations and new estimates are made about future trends. Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the County and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the County and plan member to that point. There are no legal or contractual funding limitations that would potentially affect the projection of benefits for financial accounting purposes. The actuarial methods and assumptions used include techniques designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long term perspective of the calculations. The County made no contribution to the irrevocable trust fund in 2024 but has $10,473 dedicated to pay for future OPEB claims against the unfunded accrued actuarial liability of $1,344,272 as of December 31, 2024.

Summary of Key Valuation Result: Total OPEB Liability (TOL) represents the value of all future benefit payments for current retirees and active employees taking into account assumptions about demographics, turnover, mortality, disability, retirement, health care trends, and other actuarial assumptions.

| | 12/31/2024 | 12/31/2023 |
|---|---|---|
| Net OPEB Liability | $1,333,799 | $1,330,643 |
| Annual OPEB expense | 102,368 | 102,368 |
| Service cost of beginning of year | 145,004 | 145,004 |
| Total Covered Payroll | 283,969 | 283,969 |

***Plan Provisions and Eligibility***

Eligibility for medical, vision, dental and life insurance benefits depends, in part, upon the retirement plan in which an employee participates. The conditions below are separated based on the retirement plan participation.

**(9) Other Post-Employment Benefits (continued)**

Defined Benefit Pension plan participants: Retirees from active service are eligible to receive above benefits provided they satisfy one of the following:

(1) Qualify for unreduced retirement when leave employment:
*After age 65 with 10 years of service
*After age 60 with at least 15 years of service
*After 10 years of service upon which the sum of age and years of service Equal or exceed 79.
(2) Leave employment due to disability in line of duty for peace officers.
(3) Leave employment due to disability after 10 years of service.
(4) Leave employment after 15 years of service
(5) Leave employment due to reduction in workforce after age 55 with 10 years of service.

Defined Contribution Pension plan participants who transferred from the above defined benefit plan prior to 2002 are eligible to receive above benefits provided they satisfy one of the following:

(1) Leave employment after 15 years of service
(2) Leave employment due to reduction in workforce after age 55 with 10 years of service.
(3) Leave employment as a peace officer after age 55 with 25 years of service.

Defined Contribution Pension plan participants who never participated in the above defined benefit plan are eligible to receive above benefits provided they satisfy one of the following:

(1) Qualify for unreduced retirement when leave employment:
*After age 65 with 10 years of service
*After age 60 with at least 15 years of service
*After 10 years of service upon which the sum of age and years of service Equal or exceed 80.
(2) Leave employment due to disability in line of duty for peace officers.
(3) Leave employment due to disability after 10 years of service.

Excluded from eligibility are contract, seasonal and temporary employees as well as employees working for the State DFACS services, Adult Probation and Fulton County Housing Authority.

***Sensitivity of the Net OPEB Liability to Changes in the discount rate and healthcare cost trend rates***

The following presents the net OPEB liability of the County as of December 31, 2024 (the latest actuarial data available), calculated using the discount rate of 4.08%, and the System's net OPEB liability would be if it were calculated using a discount rate 1% lower (3.08%) or 1% higher (5.08%) than the current rate. Also shown are the net OPEB liabilities if the rates if healthcare trends rates were 1% lower and 1% higher than the current healthcare trend rates used for the December 31, 2024 study.

| | Discount Rates | | |
|---|---|---|---|
| | 1% Decrease (3.08%) | Current (4.08%) | 1% Increase (5.08%) |
| Net OPEB liability | $1,548,457 | $1,333,799 | $1,161,290 |

| | Healthcare Trend Rates | | |
|---|---|---|---|
| | 1% Decrease | Current | 1% Increase |
| Net OPEB liability | $1,150,736 | $1,333,799 | $1,564,938 |

**(9) Other Post-Employment Benefits (continued)**

The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rates (as a percentage of pay) and the county contributions will be made equal to the actuarial determined contribution. Based on these assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected benefit payments of current plan members. Therefore, the long-term expected rate of return on the OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

***OPEB Expense and Deferred Outflows of Resources Related to OPEB***

The County last required study for the year ended December 31, 2024 recognized total OPEB expense of $143,990, all within the governmental activities. Included in OPEB expense are recognized amounts related to the deferred outflows and inflows of resources for OPEB's. These deferred outflows updated as of December 31, 2024 consist of $23,922 comprised of the difference between expected and actual experience, and $186,917 for changes in assumptions or other inputs, offset by deferred inflows comprise of the difference between expected and actual experience of $284,812, change of assumptions or other inputs of $177,684, and the net difference between projects and actual earnings of $135. The combined deferred outflows and inflows of $251,792 are being recognized each year as shown below until fully recognized, approximately six years.

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Differences between expected and actual experience | $ 23,922 | $ 284,812 |
| Change of assumptions or other inputs | 186,917 | 177,684 |
| Net difference between projected and actual earnings on plan investments | - | 135 |
| Total | $ 210,839 | $ 462,631 |

| Year ended December 31: | Deferred Outflows of Resources (a) | Deferred Inflows of Resources (b) | Amount recognized in OPEB Expenses as an Increase or (Decrease) to OPEB Expense (a)-(b) |
|---|---|---|---|
| 2025 | $ 125,462 | $ 124,286 | $ 1,176 |
| 2026 | 17,097 | 124,286 | (107,189) |
| 2027 | 17,097 | 124,685 | (107,588) |
| 2028 | 17,097 | 29,946 | (12,849) |
| 2029 | 17,097 | 29,714 | (12,617) |
| Thereafter | 16,989 | 29,714 | (12,725) |
| Total | $ 210,839 | $ 462,631 | $ (251,792) |

**(9) Other Post-Employment Benefits (continued)**

The County's annual OPEB cost charged was $143,990 and net OPEB liability and changes in the net OPEB liability for the year ended December 31, 2024 are presented below:

| **Change in Net OPEB Liability** | | **2024** |
|---|---|---|
| Service Cost | $ | 91,380 |
| Interest expense | | 52,350 |
| Difference between expected and actual experiences | | |
| Change in assumption | | (91,432) |
| Benefit payments | | (47,384) |
| Investment Income- OPEB trust fund | | (1,758) |
| Change in net OPEB liability | | 3,156 |
| **Net OPEB liability - January 1** | | 1,330,643 |
| **Net OPEB liability - December 31** | $ | 1,333,799 |

Changes in Total and Net OPEB Liability, and Plan Fiduciary Net Position are shown below:

| | | **Total OPEB Liability** | **Plan Fiduciary Net Position** | **Net OPEB Liability** |
|---|---|---|---|---|
| **Balances at December 31, 2023** | $ | 1,339,358 | 8,715 | 1,330,643 |
| Changes for the year: | | | | |
| Service cost | | 91,380 | - | 91,380 |
| Interest | | 52,350 | - | 52,350 |
| Difference between expected and actual experience | | (207,993) | - | (207,993) |
| Change of assumptions | | 116,561 | - | 116,561 |
| Contributions - employer | | - | - | - |
| Contributions - employee | | - | - | - |
| Net investment income | | - | 1,758 | (1,758) |
| Benefit payments | | (47,384) | - | (47,384) |
| Administrative expense | | - | - | - |
| Net changes | $ | 4,914 | 1,758 | 3,156 |
| **Balances at December 31, 2024** | $ | 1,344,272 | 10,473 | 1,333,799 |

The net OPEB plan's fiduciary net position of $10,473 above is .78% of the Total OPEB Liability as of December 31, 2024.

The County's OPEB financial statements for the year ended December 31, 2024 are presented in the County's Annual Comprehensive Financial Statement, which should be read in connection with these separately issued Fulton County Water and Sewerage System fund financial statements. The net position restricted to OPEB as of December 31, 2024 is $10,473, while the Change in net position was $1,758 for the year ended December 31, 2024.

## (9) Other Post-Employment Benefits (continued)

***Methods and assumptions used in the calculations of actuarially determined contributions for the total OPEB liability***

The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

| | |
|---|---|
| Valuation Date | December 31, 2024, the latest available. |
| Actuarial cost Method | Entry age normal |
| Actuarial Value of Assets | Market Value |
| Termination rates before retirement due to Disability or Withdrawals | Rates used - Age 40-60 used 0%. |
| Inflation | 2.00% |
| Investment rate of return | 6.80%. |
| Discount Rate | 4.08% |
| Healthcare cost trend rate | 7.50% for Anthem medical and Kaiser pre 65 plans, 10% for Anthem prescription and 5% for Medicare Advantage plan in 2024 reduced by .5% annually to 4.5%. 3% for vision. Administrative expense estimated at 3%. |
| Projected salary increases | 3.00% |
| Mortality Rates-Active employees | Pri-2012 Employee Blue Collar Amount-weighted Mortality Table with approximate adjustment to reflect recent experience. |
| Mortality Rates-Healthy Retirees | Pri-2012 Healthy retiree Blue Collar Amount-weighted Mortality Tables times 105% for Males (No adjustment for Females), with approximate adjustment to reflect generational improvements under Scale MP-2016 |
| Mortality Rates-Disabled Participants | Pri-2012 Disabled Retiree Amount-weighted Mortality Table with approximate adjustment to reflect generational improvements under Scale MP-2016 |
| Retirement | Non-Public Safety- 20% at first eligibility plus 20-25 years, 30% plus 20-25 years, then 100%: Public Safety- 50% at first eligibility plus 10 years, 20% plus 10-15 years, 50% 15-20 years, then 100%. |
| Participation | 90% for retiree medical and vision; 100% for life insurance. |
| Administrative expenses | $132/year per covered individual, assumed to increase at 3% per year. |

## (10) Commitments and Contingencies

***Commitments*** - Commitments for water and sewerage system improvements approximate $55 million the majority of which relates to the Big Creek wastewater treatment plant expansion project as of December 31, 2024.

**FULTON COUNTY, GEORGIA**
**WATER AND SEWERAGE SYSTEM FUND**

Required Supplementary Information
(in thousands)
(Unaudited)
December 31, 2024 and 2023

## Contributions in Relation to the Actuarially Determined Employer Contribution (in thousands)

| Year Ended | Actuarially Determined Employer Contribution | County Employer Contribution | DFACS Employer Contribution | Total Employer Contribution | Contribution Deficiency (Excess) | Covered Payroll | Contributions as a % of Covered Payroll |
|---|---|---|---|---|---|---|---|
| December 31, 2015 | $ 48,586 | 47,203 | 27 | 47,230 | 1,356 | 27,820 | 169.77 % |
| December 31, 2016 | 50,493 | 45,953 | 24 | 45,977 | 4,516 | 23,391 | 196.56 |
| December 31, 2017 | 52,988 | 57,213 | 15 | 57,228 | (4,240) | 20,374 | 280.89 |
| December 31, 2018 | 59,746 | 59,199 | 4 | 59,203 | 543 | 14,845 | 398.81 |
| December 31, 2019 | 64,773 | 64,777 | - | 64,777 | (4) | 12,956 | 499.98 |
| December 31, 2020 | 66,233 | 68,578 | - | 68,578 | (2,345) | 9,865 | 695.16 |
| December 31, 2021 | 62,358 | 71,686 | - | 71,686 | (9,328) | 8,034 | 892.28 |
| December 31, 2022 | 56,325 | 64,968 | - | 64,968 | (8,643) | 7,177 | 905.26 |
| December 31, 2023 | 61,500 | 65,725 | - | 65,725 | (4,225) | 6,315 | 1040.84 |
| December 31, 2024 | 62,340 | 61,952 | - | 61,952 | 388 | 5,887 | 1052.36 |

## Schedule of Employer's Net Pension Liability

| Year Ended | Total Pension Liability | Plan Fiduciary Net Position | Net Pension Liability | Plan Fiduciary Net Position as a Percentage of the Total Pension Liability | Covered Payroll | Net Pension Liability as a Percentage of Covered Payroll |
|---|---|---|---|---|---|---|
| December 31, 2015 | $ 1,677,001 | 1,217,955 | 459,046 | 72.63 % | 27,820 | 1,650.06 % |
| December 31, 2016 | 1,706,579 | 1,211,837 | 494,742 | 71.01 | 23,391 | 2,115.10 |
| December 31, 2017 | 1,833,170 | 1,382,953 | 450,217 | 75.44 | 20,374 | 2,209.76 |
| December 31, 2018 | 1,852,863 | 1,223,532 | 629,331 | 66.03 | 14,845 | 4,239.35 |
| December 31, 2019 | 1,865,254 | 1,423,026 | 442,228 | 76.29 | 12,956 | 3,413.31 |
| December 31, 2020 | 1,881,914 | 1,548,336 | 333,578 | 82.27 | 9,865 | 3,381.43 |
| December 31, 2021 | 1,893,046 | 1,664,070 | 228,976 | 87.90 | 8,034 | 2,850.09 |
| December 31, 2022 | 1,900,620 | 1,321,228 | 579,392 | 69.52 | 7,177 | 8,073.17 |
| December 31, 2023 | 1,900,928 | 1,453,658 | 447,270 | 76.47 | 6,315 | 7,083.09 |
| December 31, 2024 | 1,897,479 | 1,523,324 | 374,155 | 80.28 | 5,887 | 6,355.65 |

## Schedule of Pension Investment Returns

| Year Ended | Annual money-weighted rate of return, net of investment expense |
|---|---|
| December 31, 2015 | (0.88)% |
| December 31, 2016 | 6.40% |
| December 31, 2017 | 20.91% |
| December 31, 2018 | (6.00)% |
| December 31, 2019 | 23.36% |
| December 31, 2020 | 14.56% |
| December 31, 2021 | 12.87% |
| December 31, 2022 | (15.83)% |
| December 31, 2023 | 17.28% |
| December 31, 2024 | 11.55% |

**FULTON COUNTY, GEORGIA**
**WATER AND SEWERAGE SYSTEM FUND**

Required Supplementary Information
(in thousands)
(Unaudited)
December 31, 2024 and 2023

## Schedule of Changes in Net Pension Liability
## Last Ten Fiscal Years
**(in thousands)**

| | 2024 | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 |
|---|---|---|---|---|---|---|---|---|---|---|
| Total Pension Liability | | | | | | | | | | |
| Service cost | $ 1,185 | 1,302 | 1,499 | 1,895 | 2,434 | 2,700 | 3,768 | 2,348 | 3,283 | 3,678 |
| Interest | 122,269 | 124,111 | 125,520 | 126,615 | 128,358 | 129,377 | 129,929 | 123,205 | 122,576 | 122,562 |
| Change of benefit terms | - | - | - | - | - | - | - | - | - | - |
| Differences between expected and actual experience | 10,601 | 11,312 | 8,989 | 15,210 | 4,636 | 4,854 | 6,717 | 20,982 | 16,293 | 6,262 |
| Change of assumptions | 16,909 | 17,118 | 22,388 | 17,469 | 26,158 | 17,554 | 17,675 | 112,435 | 15,734 | 15,489 |
| Benefit payments, including refunds | (154,413) | (153,535) | (150,822) | (150,057) | (144,926) | (142,094) | (138,396) | (132,378) | (128,309) | (125,402) |
| Net change in total pension liability | (3,449) | 308 | 7,574 | 11,132 | 16,660 | 12,391 | 19,693 | 126,592 | 29,577 | 22,589 |
| Total pension liability - beginning | $ 1,900,928 | 1,900,620 | 1,893,046 | 1,881,914 | 1,865,254 | 1,852,863 | 1,833,170 | 1,706,578 | 1,677,001 | 1,654,412 |
| Total pension liability - ending (a) | $ 1,897,479 | 1,900,928 | 1,900,620 | 1,893,046 | 1,881,914 | 1,865,254 | 1,852,863 | 1,833,170 | 1,706,578 | 1,677,001 |
| Plan fiduciary net position | | | | | | | | | | |
| Contributions-employer | $ 61,952 | 65,725 | 64,968 | 71,686 | 68,578 | 64,777 | 59,203 | 57,228 | 45,977 | 47,230 |
| Contributions-employee | 425 | 427 | 394 | 600 | 778 | 859 | 1,110 | 1,358 | 1,633 | 1,868 |
| Net investment income | 162,493 | 220,634 | (256,661) | 194,154 | 201,615 | 276,707 | (80,562) | 245,564 | 75,369 | (11,187) |
| Benefit payments, including refunds | (154,413) | (153,535) | (150,822) | (150,057) | (144,926) | (142,094) | (138,396) | (132,378) | (128,309) | (125,402) |
| Administrative expense | (791) | (821) | (721) | (649) | (735) | (755) | (776) | (656) | (788) | (581) |
| Net change in plan fiduciary net position | $ 69,666 | 132,430 | (342,842) | 115,734 | 125,310 | 199,494 | (159,421) | 171,116 | (6,118) | (88,072) |
| Plan fiduciary net position - beginning | $ 1,453,658 | 1,321,228 | 1,664,070 | 1,548,336 | 1,423,026 | 1,223,532 | 1,382,953 | 1,211,837 | 1,217,955 | 1,306,027 |
| Plan fiduciary net position - ending (b) | $ 1,523,324 | 1,453,658 | 1,321,228 | 1,664,070 | 1,548,336 | 1,423,026 | 1,223,532 | 1,382,953 | 1,211,837 | 1,217,955 |
| Net pension liability - ending (a) - (b) | 374,155 | 447,270 | 579,392 | 228,976 | 333,578 | 442,228 | 629,331 | 450,217 | 494,741 | 459,046 |
| Plan fiduciary net position as a percentage of the Total pension liability | 80.28% | 76.47% | 69.52% | 87.90% | 82.27% | 76.29% | 66.03% | 75.44% | 71.01% | 72.63% |
| Covered payroll | $ 5,887 | 6,315 | 7,177 | 8,034 | 9,865 | 12,956 | 14,845 | 20,374 | 23,391 | 27,820 |
| Net pension liability as a percentage of covered payroll | 6355.65% | 7083.09% | 8073.17% | 2850.08% | 3381.55% | 3413.37% | 4239.26% | 2209.76% | 2115.09% | 1650.06% |

See accompanying notes to required supplementary information and accompanying independent auditors report
No benefit changes have been made since GASB 67/68 implementation

Assumption changes as of the 1/1/25 Valuation: The Board approved changes to reduce the net investment return from 6.70% to 6.60% as of December 31, 2024.

Assumption changes as of the 1/1/24 Valuation: The Board approved changes to reduce the net investment return from 6.80% to 6.70% as of December 31, 2023.

**FULTON COUNTY, GEORGIA**
**WATER AND SEWERAGE SYSTEM FUND**

Required Supplementary Information
(in thousands)
(Unaudited)
December 31, 2024 and 2023

## Schedule of Changes in Net OPEB Liability and Related Ratios
### Last Ten Fiscal Years
**(in thousands)**

| | | 2024 | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 |
|---|---|---|---|---|---|---|---|---|
| Total OPEB Liability | | | | | | | | |
| Service cost | $ | 91,380 | 145,004 | 145,004 | 32,073 | 32,073 | 31,887 | 30,661 |
| Interest | | 52,350 | 39,040 | 39,040 | 40,500 | 40,501 | 38,229 | 36,754 |
| Change of benefit terms | | - | - | - | - | - | - | - |
| Differences between expected and actual experience | | (207,993) | (35,510) | (213,063) | - | 128,147 | - | 5,236 |
| Change of assumptions | | 116,561 | (59,228) | (355,369) | - | 522,046 | - | - |
| Benefit payments | | (47,384) | (39,688) | (44,597) | (36,442) | (40,796) | (40,796) | (34,883) |
| Net change in total OPEB liability | | 4,914 | 49,618 | (428,985) | 36,131 | 681,971 | 29,320 | 37,768 |
| Total OPEB liability - beginning | $ | 1,339,358 | 1,289,740 | 1,718,725 | 1,682,594 | 1,000,623 | 971,303 | 933,535 |
| Total OPEB liability - ending | $ | 1,344,272 | 1,339,358 | 1,289,740 | 1,718,725 | 1,682,594 | 1,000,623 | 971,303 |
| Plan fiduciary net position | | | | | | | | |
| Contributions-employer | $ | - | - | - | - | - | - | - |
| Contributions-employee | | - | - | - | - | - | - | - |
| Net investment income | | 1,758 | 1,571 | (1,476) | 1,498 | 950 | 1,236 | (226) |
| Benefit payments | | - | - | - | - | - | - | - |
| Administrative expense | | - | - | - | - | - | - | - |
| Net change in plan fiduciary net position | $ | 1,758 | 1,571 | (1,476) | 1,498 | 950 | 1,236 | (226) |
| Plan fiduciary net position - beginning | $ | 8,715 | 7,144 | 8,620 | 7,122 | 6,172 | 4,936 | 5,162 |
| Plan fiduciary net position - ending | $ | 10,473 | 8,715 | 7,144 | 8,620 | 7,122 | 6,172 | 4,936 |
| Net OPEB Liability - ending | | 1,333,799 | 1,330,643 | 1,282,596 | 1,710,105 | 1,675,472 | 994,451 | 966,367 |
| Plan fiduciary net position as a percentage of the Total OPEB liability | | 0.78% | 0.64% | 0.55% | 0.49% | 0.42% | 0.62% | 0.51% |
| Covered payroll | $ | 301,038 | 283,969 | 283,969 | 223,191 | 223,191 | 271,171 | 260,742 |
| Net OPEB liability as a percentage of covered payroll | | 443.07% | 468.59% | 451.67% | 766.21% | 750.69% | 366.72% | 370.62% |

*Note: Schedule is intended to show information for 10 years. Additional years will be displayed as information becomes available.
See accompanying notes to required supplementary information and accompanying independent auditors report.

## (1) Schedule of Changes in the Net Pension Liability

The total pension liability contained in this schedule was provided by the Plan's actuary, Segal Consulting. The net pension liability is measured as the total pension liability less the amount of the fiduciary net position of the Plan.

## (2) Schedule of Contributions from the Employer and Other Contributing Entities

The required contributions and percentage of those contributions actually made are presented in the schedule.

## (3) Actuarial Methods and Assumptions

*Changes of assumptions-Pension:* Effective as of the January 1, 2025 valuation, the Fulton County Employees Retirement System Board approved a lower assumed rate of return from 6.70% to 6.60%. These changes affected the actuarial liability by $16.9 million as of the date of this valuation.

*Methods and assumptions used in the calculations of actuarially determined contributions:* The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

| | |
|---|---|
| Valuation Date | January 1, 2025 |
| Actuarial cost method | Entry Age Normal |
| Amortization method | Level Dollar, closed period. |
| Remaining amortization period | 9 year average remaining, depending on which bases. |
| Asset valuation method | Market value of assets less unrecognized returns in each of the last five years. Unrecognized return is equal to the difference between the actual market return and the expected return on the actuarial value, and is recognized over a five-year period, further adjusted, if necessary, to be within 20% of the market value. |
| Inflation rate | 2.5% |
| Projected salary increases | 3.0-6.0%, depending on age, and if Public Safety employee |

**(3) Actuarial Methods and Assumptions (continued)**

| | |
|---|---|
| Investment rate of return | 6.60%. The net investment return assumption is a long-term estimate derived from historical data, current and recent market expectations, and professional judgment. As part of the analysis, a building block approach was used that reflects inflation expectations and anticipated risk premiums for each of the portfolio's asset classes, as well as the System's target asset allocation. |
| Mortality Rates-Pre-retirement | Pri-2012 Employee Blue Collar Amount-weighted Mortality Tables, sex-distinct, projected generationally with Scale MP-2020 from 2012. |
| Mortality Rates-Healthy Annuitants | Pri-2012 Healthy Retiree Blue Collar Amount-weighted Mortality Tables times 105% for Males (No adjustment for Females), projected generationally with Scale MP-2020 from 2012. |
| Mortality Rates-Disabled Annuitants | Pri-2012 Disables Retiree Amount-weighted Mortality Tables, sex-distinct, projected generationally with Scale MP-2020 from 2012. |

*Changes of assumptions-OPEB:* Assumptions changes for the December 31, 2024 measurement date are summarized below:

- The effective discount rate from the 20-year Bond GO Index for December 31, 2024 was 4.08%. For the December 31, 2022 measurement date, the discount rate used was 3.72%.
- Healthcare cost and trend assumptions were updated to reflect most recent experience and projections.
- The actuarial factors used to estimate individual and spouse costs by age and by gender were updated based on a review of historical claims experience by age, gender and status.
- Inflation rate updated to 2.0% from the 2.5% used in the previous study.

Assumption changes below were based on an experience study for the period December 31, 2017 to December 31, 2021 and were approved by the Pension Board in 2022.

- Healthy Retiree and Dependent Spouse Mortality updated to Pri-2012 Health Retiree Blue Collar Headcount-weighted Mortality Table times 105% for Males (No adjustment for Females)
- Disables Life Mortality updated to Pri-2012 Disabled retiree Blue Collar headcount-weighted Mortality table.
- Pre-Retirement Mortality updated to Pri-2012 Employee Blue Collar headcount-weighted Mortality table.
- Mortality was projected generationally with Scale MP-2020 from 2012.
- Inflation was updated to 2.5%.
- Removed withdrawal rates, disability rates and slight adjustments to current experience.

**APPENDIX B**

**SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION**

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## SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION

*The following summarizes certain provisions of the Bond Resolution. Reference is made to the Bond Resolution for the detailed provisions thereof.*

**Definitions**

The following is a summary of the definitions of certain words and terms used in the Bond Resolution that are used in this Official Statement and that are not, in certain cases, defined elsewhere in this Official Statement.

"Additional Parity Bonds" means any water and sewerage revenue bonds which might hereafter be issued pursuant to the provisions of the Bond Resolution ranking as to a lien on the Net Revenues of the System on a parity with the Series 2020A Bonds, the Series 2020B Bonds and the Series 2025 Bonds, or which might hereafter be the subject of accession pursuant to the provisions of the Bond Resolution subsequent to the issuance of the Series 2020A Bonds, the Series 2020B Bonds and the Series 2025 Bonds.

"Average Annual Debt Service" means as of each date on which any Additional Parity Bonds are issued, the sum of the total Principal and Interest Requirement to become due on all Bonds deemed to be Outstanding immediately after the issuance of such Additional Parity Bonds divided by the number equal to the total number of days for which Bonds are deemed to be Outstanding divided by 360.

"Bondholder" or "Bondowner" means the registered Owner of the Bonds.

"Bond Insurer" means the issuer of any municipal bond insurance policies securing Bonds together with all Credit Providers.

"Common Reserve Bonds" means solely the Outstanding Series 2013 Bonds (until such Bonds are refunded as contemplated in the Resolution).

"Construction Fund" means, in respect of Bonds issued to finance capital improvements for the System, the construction fund created in the Bond Resolution.

"Construction Fund Custodian" means the bank or trust company acting, from time to time, as custodian for the Construction Fund pursuant to the Bond Resolution.

"Credit Facility" means any irrevocable letter of credit, line or lines of credit, policy of insurance, security agreement, pledge agreement, bond purchase agreement, guaranty, trust deposit receipt, surety bond or other credit or liquidity facility, including any instruments accompanying or relating to such Credit Facility delivered to the County in connection therewith, issued by the Credit Provider with respect to any Bonds in accordance with the provisions of the Bond Resolution or of any supplemental resolution, including any extensions thereof. Notwithstanding the foregoing, the County is not required to secure Bonds issued as Variable Rate Bonds with a Credit Facility.

"Credit Provider" means, with respect to any Credit Facility provided for any Bonds, the Person having an obligation to pay moneys under such Credit Facility, including obligations contingent upon satisfaction of certain conditions; provided, however, that the County is not required to secure Bonds issued as Variable Rate Bonds with a Credit Facility.

"Defeasance Securities" means direct non-callable obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the full faith and credit of the United States of America, Refcorp interest strips, CATS, TIGRS, STRPS, or defeased municipal bonds rated AAA by S&P, Aaa by Moody's and AAA by Fitch, if such Rating Agencies are then maintaining a rating on the Bonds.

"Director of Finance" means the present Finance Director of the County and any successors to the present Finance Director or any person to whom may hereafter be delegated the duties of said Finance Director.

"Event of Default" or "Default" means one of those events defined as such in the Bond Resolution.

"Governing Authority" means the Board of Commissioners of Fulton County and any successor or successors in office to the present Board of Commissioners of Fulton County, and any person, body or authority to whom, or to which, may hereafter be delegated by law the duties, powers, authorities, obligations or liabilities of the present Board of Commissioners, either in whole or in relation to the System or any part thereof.

"Government Obligations" means bonds or other obligations of the United States of America which constitute direct and general obligations of the United States of America or obligations fully guaranteed as to payment by the United States of America.

"Hedge Agreement" means any interest rate exchange agreement or other similar arrangement which the County may enter into with another party with respect to the debt service payable on the Bonds.

"Hedge Payments" means any amounts payable by the County as interest on the related notional amount under a Hedge Agreement; excluding, however, any payments due as a penalty or by virtue of termination of a Hedge Agreement.

"Hedge Receipts" means any amounts received by the County as interest on the related notional amount under a Hedge Agreement; excluding, however, any payments due as a penalty or by virtue of termination of a Hedge Agreement.

"Independent Certified Public Accountant" means a firm of certified public accountants which is not in the regular employ of the County on a salary basis.

"Interest Payment Date" means January 1 and July 1 in each year.

"Net Revenues" means the collected Revenues of the System remaining after the payment therefrom of Operating Expenses.

"Operating Expenses" means the reasonable and necessary costs of operating, maintaining and repairing the System, including, without limitation, salaries, wages, employee benefits and other compensation, the payment of any contractual obligations incurred pertaining to the operation, maintenance and repair of the System, expenses related to storm water management payable from System Revenues, cost of materials and supplies, rentals of leased property (real or personal), insurance premiums, audit fees and such other charges as may properly be made for the purpose of operating, maintaining and repairing the System in accordance with sound business practice, but before making provision for depreciation and amortization.

"Opinion of Bond Counsel" means an opinion of counsel nationally recognized as being experienced in matters relating to the tax exemption of interest on obligations issued by states and their political subdivisions.

"Outstanding" or "Bonds Outstanding" means all Bonds which have been executed, authenticated and delivered pursuant to the Bond Resolution except:

(a) Bonds cancelled because of payment or redemption;

(b) Bonds for the payment or redemption of which funds or securities in which such funds are invested will have been theretofore deposited with a duly designated paying agent for the Bonds (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the stated maturity thereof, proper notice of such redemption will have been given or provision satisfactory to such paying agent will have been made therefor, or a waiver of such notice, satisfactory in form to such paying agent will have been filed with such paying agent and that, in the case Bonds are being purchased, there will be a firm commitment for the purchase and sale thereof and, provided further, to the extent that moneys or Defeasance Securities have been deposited with the Paying Agent to pay or redeem less than all the Bonds, Bonds will no longer be deemed to be Outstanding to the extent that sufficient moneys

or Defeasance Securities have been so deposited regardless of whether the particular Bonds to be paid or redeemed have been identified; and

(c) Bonds in lieu of which other Bonds have been executed, authenticated and delivered under the Bond Resolution.

"Owner" means the registered Owner of any Bonds.

"Paying Agent" means the financial institution or institutions at the time serving as such pursuant to the Bond Resolution.

"Permitted Investments" means the following securities:

The local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated, as amended, or investments in the following securities, and no others:

(1) bonds or obligations of the State of Georgia, or other states, or of other counties, municipal corporations, and political subdivisions of the State of Georgia which are rated in the highest rating category by a nationally recognized rating agency *(e.g.,* at least "A" or better by Fitch, Moody's or S&P);

(2) bonds or other obligations of the United States or of subsidiary corporations of the United States government which are fully guaranteed by such government;

(3) obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, and the Central Bank for Cooperatives, and any other agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(4) bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States government;

(5) certificates of deposit of national or state banks located within the State of Georgia which have deposits insured by the Federal Deposit Insurance Corporation, and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within the State of Georgia which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any of the proceeds of the Bonds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State, or with a trust office within the State, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State or other states or of any county or municipal corporation in the State, obligations of the United States or subsidiary corporations referred to in paragraph (2) above, obligations of the agencies and instrumentalities of the United States government referred to in paragraph (3) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities referred to in paragraph (4) above;

(6) securities of or other interests in any no load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(i) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referred to in paragraphs (2) and (3) above and repurchase agreements fully collateralized by any such obligations;

(ii) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(iii) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(iv) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State;

(7) interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least $50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least $50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys; and

(8) any other investments authorized by the laws of the State.

"Principal and Interest Requirement" means the amounts required in each Sinking Fund Year to pay the principal of and interest on the Bonds as the same become due and payable. If any Bonds Outstanding or proposed to be issued bear interest at a variable rate, the interest requirement in each Sinking Fund Year during which such variable rate applies will be the interest rate which is equal to the greater of: (a) the average of all interest rates in effect (or which would have been in effect had such Bonds been Outstanding) during the immediately preceding 12 month period or (b) the rate equal to the Bond Buyer Revenue Bond Index most recently published by The Bond Buyer, or if such index is no longer published, any reasonably equivalent index selected by the Director of Finance; for purposes of this definition, with respect to debt service on any Bonds which are subject to a Hedge Agreement, interest on such Bonds during the term of such Hedge Agreement will be deemed to be the interest rate payable by the County under such Hedge Agreement, and if such interest rate is a variable rate, such Bonds will be treated as Variable Rate Bonds for purposes of the Bond Resolution.

"Qualified Independent Consultant" means any one or more qualified and recognized independent consultants having favorable reputation for skill and experience with respect to the duties of the Qualified Independent Consultant, as will from time to time be retained by the County to perform the acts and duties provided in the Bond Resolution for such consultants.

"Rate Stabilization Fund" means the rate stabilization fund created in the Bond Resolution.

"Renewal and Extension Fund" means the renewal and extension fund created in the Bond Resolution.

"Reserve Account" means the reserve account created in the Sinking Fund for any Bonds secured thereby. Notwithstanding the foregoing, and as authorized under the Bond Resolution, the Series 2025 Bonds (a) have not been issued as Common Reserve Bonds (e.g., such Series 2025 Bonds are not secured by the Reserve Subaccount

established for the Common Reserve Bonds in respect of the Series 2013 Bonds being refunded by the Series 2025 Bonds), and (b) have been issued with a Reserve Requirement of $0 (e.g., there is no Reserve Requirement for such Series 2025 Bonds), therefore, there will not be an operative subaccount in the Reserve Account established for the Series 2025 Bonds, all as authorized in the Bond Resolution.

"Reserve Requirement" means (a) with respect to the Common Reserve Bonds, an amount equal to the least of (i) 10 percent of the stated principal amount of the Common Reserve Bonds, (ii) the maximum annual principal and interest requirement on the Common Reserve Bonds in any Sinking Fund Year and (iii) 125% of the average annual debt service on the Common Reserve Bonds in any Sinking Fund Year, (b) with respect to the Series 2020A Bonds, the Series 2020B Bonds and the Series 2025 Bonds (and consistent with the reserve requirement amendments to the Bond Resolution, which are now in effect), $0, and (c) with respect to the issuance of any Additional Parity Bonds issued after the issuance of the Series 2025 Bonds, the amount, if any, set forth in the resolution authorizing the issuance of such Additional Parity Bonds.

"Revenue Fund" means the revenue fund created in the Bond Resolution.

"Revenues" means all income and revenue of any nature derived from the operation of the System, including periodic water and sewerage billings, service charges, storm water utility fees, connection fees, other charges for water and sewerage service and the availability thereto, hydrant rentals, Hedge Receipts, and all interest received on and profits derived from investments made with Revenues or an moneys in the Revenue Fund, the Sinking Fund and the Renewal and Extension Fund but excluding local, state or federal grants and moneys deposited in any rebate fund created under the Bond Resolution. For any purpose of the Bond Resolution that requires the computation of Revenues with respect to any period of time, "Revenues" shall include such amounts resulting, received or to be received, as the case may be, during such period, determined on a cash basis, plus (x) the amounts, if any, paid from the Rate Stabilization Fund into the Revenue Fund during such period, but only to the extent provided in the Bond Resolution, and minus (y) the amounts, if any, paid from the Revenue Fund into the Rate Stabilization Fund during such period.

"Revenue Bond Law" means the Official Code of Georgia Annotated, Section 36-82-60, *et seq.,* as amended.

"Sinking Fund" means the sinking fund created in the Bond Resolution.

"Sinking Fund Custodian" means the bank or trust company acting, from time to time, as custodian for the Sinking Fund pursuant to the Bond Resolution.

"Sinking Fund Year" means the period commencing on January 2 in each year and ending on January 1 in the next ensuing year.

"State" means the State of Georgia.

"System" means the water and sewerage system of the County as it now exists and as it may be hereafter added to, extended and improved. The System comprises all treatment, transmission, distribution, collection and disposal facilities and all real and personal property of every nature owned or operated by the County and used or useful in the operation thereof whether within or without the boundaries of the County and including all licenses, franchises, easements, leases, rights of way, choses in action and other tangible and intangible property and rights therein. The County may own a partial interest in any water or sewerage facility, the remaining interest in which may be owned by any other political subdivision of the State of Georgia or any agency of one or more such subdivisions. In case of such joint or common ownership, the rights and interests possessed by the County in such facility will be part of the System.

"Variable Rate," when used to modify the term Bonds in the Bond Resolution, means any series of Bonds (or portion of such series) as to which the interest rate is not established at the relevant time at a fixed or constant rate.

**Reserve Account**

The County may satisfy the Reserve Requirement (if any is required for the applicable Bonds or Additional Parity Bonds issued hereafter) or replace a cash-funded reserve (excluding the Series 2011/2013 Reserve Subaccount) by the deposit into the appropriate subaccount of the Reserve Fund a surety bond, insurance policy or letter of credit under the following terms and conditions:

(a) A surety bond or insurance policy issued to the Paying Agent by a company licensed to issue an insurance policy (a "municipal bond insurer") may be deposited in the appropriate subaccount of the Reserve Account to meet the Reserve Requirement. The claims-paying ability of the issuer thereof must be rated (i) at least "AAA" by S&P, "Aaa" by Moody's and "AAA" by Fitch, if such Rating Agencies are then maintaining a rating on the Bonds, with respect to a surety bond or insurance policy that is being deposited into the Series 2011/2013 Reserve Subaccount and (ii) equal to or better than the underlying rating on Bonds with respect to a surety bond or insurance policy that is being deposited into any other subaccount of the Reserve Account (if any).

(b) A surety bond or insurance policy issued to the Paying Agent by an entity other than a municipal bond insurer may be deposited in the appropriate subaccount of the Reserve Account to meet the Reserve Requirement if the form and substance of such instrument and the issuer thereof shall be approved by the Bond Insurer.

(c) An unconditional irrevocable letter of credit issued to the Paying Agent by a bank may be deposited in the appropriate subaccount in the Reserve Account to meet the Reserve Requirement. The issuer thereof must be rated (i) at least "AA" or better by S&P and Fitch and "Aa" or better by Moody's, if such Rating Agencies are then maintaining a rating on the Bonds, with respect to a letter of credit that is being deposited into the Series 2011/2013 Reserve Subaccount and (ii) equal to or better than the underlying rating on the Bonds with respect to a letter of credit that is being deposited into any other subaccount of the Reserve Account (if any). The letter of credit shall be payable in one or more draws upon presentation by the beneficiary of a sight draft accompanied by its certificate that it then holds insufficient funds to make a required payment of principal or interest on the Bonds secured thereby. The draws shall be payable within two days of presentation of the sight draft. The letter of credit shall be for a term of not less than three years. The issuer of the letter of credit shall be required to notify the County and the Paying Agent, not later than 30 months prior to the stated expiration date of the letter of credit, as to whether such expiration date shall be extended, and if so, shall indicate the new expiration date. If such notice indicates that the expiration date shall not be extended, the County shall deposit in the appropriate subaccount of the Reserve Account an amount sufficient to cause the cash or permitted investments on deposit in the Reserve Account together with any other qualifying credit instruments, to equal the Reserve Requirement, such deposit to be paid in equal installments on at least a semiannual basis over the remaining term of the letter of credit, unless the Reserve Account credit instrument is replaced by a Reserve Account credit instrument meeting the requirements described in any of subsections (a) through (c) above. The letter of credit shall permit a draw in full not less than two weeks prior to the expiration or termination of such letter of credit if the letter of credit has not been replaced or renewed. The County shall, in turn, direct the Paying Agent to draw upon the letter of credit prior to its expiration or termination unless an acceptable replacement is in place or the Reserve Account is fully funded in its required amount.

(d) The use of any Reserve Account credit instrument shall be subject to receipt of an opinion of counsel acceptable to the Bond Insurer and in form and substance satisfactory to the Bond Insurer as to the due authorization, execution, delivery and enforceability of such instrument in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of such credit instrument is not a domestic entity, an opinion of foreign counsel in form and substance satisfactory to the Bond Insurer. In addition, the use of an irrevocable letter of credit shall be subject to receipt of an opinion of counsel acceptable to the Bond Insurer and in form and substance satisfactory to Bond Insurer to the effect that payments under such letter of credit would not constitute avoidable preferences under Section 547 of the U.S. Bankruptcy Code or similar state laws with avoidable preference provisions in the event of the filing of a petition for relief under the U.S. Bankruptcy Code or similar state laws by or against the issuer of the bonds (or any other account party under the letter of credit).

(e) The obligation to reimburse the issuer of a Reserve Account credit instrument for any fees, expenses, claims or draws upon such Reserve Account credit instrument shall be subordinate to the payment of debt service on the Bonds. The right of the issuer of a Reserve Account credit instrument to payment or reimbursement of its fees and expenses shall be subordinated to cash replenishment of the Reserve Account, and, subject to the second succeeding sentence, its right to reimbursement for claims or draws shall be on a parity with the cash replenishment of the Reserve Account. The Reserve Account credit instrument shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Reserve Account credit instrument to reimbursement will be further subordinated to cash replenishment of the Reserve Account to an amount equal to the difference between the full original amount available under the Reserve Account credit instrument and the amount then available for further draws or claims. If (i) the issuer of a Reserve Account credit instrument becomes insolvent or (ii) the issuer of a Reserve Account credit instrument defaults in its payment obligations thereunder or (iii) the claims-paying ability of the issuer of the insurance policy or surety bond fails to be rated (A) at least "AAA" by S&P, "Aaa" by Moody's and "AAA" by Fitch, if such Rating Agencies are then maintaining a rating on the Bonds, with respect to an insurance policy or surety bond on deposit in the Series 2011/2013 Reserve Subaccount or (B) at least "A" by S&P, Moody's or Fitch with respect to an insurance policy or surety bond on deposit in any other subaccount of the Reserve Account (if any), or (iv) the issuer of the letter of credit fails to be rated (A) at least "AA" by S&P, "Aa" by Moody's and "AA" by Fitch with respect to a letter of credit on deposit in the Series 2011/2013 Reserve Subaccount or (B) at least "A" by S&P, Moody's or Fitch with respect to a letter of credit on deposit in any other subaccount of the Reserve Account (if any), the obligation to reimburse the issuer of the Reserve Account credit instrument shall be subordinate to the cash replenishment of the Reserve Account.

(f) The following provisions only apply to the Series 2011/2013 Reserve Subaccount. They do not apply to any other subaccount of the Reserve Account (if so established after the date of issuance of the Common Reserve Bonds and the Series 2002A Bonds). If any of the following shall occur with respect to a Reserve Account credit instrument in the Series 2011/2013 Reserve Subaccount (i) the revolving reinstatement feature described in the preceding paragraph is suspended or terminated or (ii) the rating of the claims-paying ability of the issuer of the surety bond or insurance policy fails to be rated "AAA" by S&P, "Aaa" by Moody's and "AAA" by Fitch, if such Rating Agencies are then maintaining a rating on the Bonds or (iii) the issuer of the letter of credit fails to maintain ratings of at least "AA" by S&P, "Aa" by Moody's and "AA" by Fitch, if such Rating Agency is then maintaining a rating on the Bonds, the County shall either (A) deposit into the Series 2011/2013 Reserve Subaccount an amount sufficient to cause the cash or permitted investments on deposit in the Series 2011/2013 Reserve Subaccount to equal the Reserve Requirement, such amount to be paid over the ensuing five years in equal installments deposited at least semi-annually or (B) replace such instrument with a surety bond, insurance policy or letter of credit meeting the requirements described in (a) through (c) above within six months of such occurrence. If any of the following shall occur with respect to a Reserve Account credit instrument in the Series 2011/2013 Reserve Subaccount (i) the rating of the claims-paying ability of the issuer of the surety bond or insurance policy fails to be a rating of at least "A" with S&P, Moody's and Fitch, if such Rating Agencies are then maintaining a rating on the Bonds, or (ii) the rating of the issuer of the letter of credit fails to be a rating of at least "A" with S&P, Moody's and Fitch, if such Rating Agencies are then maintaining a rating on the Bonds, or (iii) the issuer of the Reserve Account credit instrument defaults in its payment obligations or (iv) the issuer of the Reserve Account credit instrument becomes insolvent, the County shall either (A) deposit into the Series 2011/2013 Reserve Subaccount an amount sufficient to cause the cash or permitted investments on deposit in the Series 2011/2013 Reserve Subaccount to equal to Reserve Requirement, such amount to be paid over the ensuing year in equal installments on at least a monthly basis or (A) replace such instrument with a surety bond, insurance policy or letter of credit meeting the requirements in (a) through (c) above within six months of such occurrence.

**Accession of Junior and Subordinate Lien bonds to Parity Status**

By proceedings authorizing obligations junior and subordinate in lien on the Net Revenues of the System to the Bonds, the County may provide for the accession of junior and subordinate lien obligations to the status of complete parity with the Bonds when there has been filed with the Director of Finance and the Bond Registrar a

certificate of an Independent Certified Public Accountant meeting the requirements for Additional Parity Bonds contained in the Bond Resolution, and further reciting:

(a) that the Reserve Account contains an amount at least equal to the Reserve Requirement (if any);

(b) that all payments into the various funds and accounts required to be established under the Bond Resolution, including the Reserve Account, as the same may have been enlarged and extended in any proceedings authorizing the issuance of Additional Parity Bonds (provided that the County shall not be required to assign a Reserve Requirement to any Additional Parity Bonds), are currently being made in the full amount as required and said funds and accounts are at their proper balances as of the date of accession; and

(c) that the Sinking Fund contains the amounts which would have been required to be accumulated therein with respect to principal and interest on the date of accession if said junior and subordinate lien obligations had originally been issued as Additional Parity Bonds; such amounts being shown in said certificate.

After receipt of said certificate, the County will provide, by appropriate resolution, for the accession of the junior and subordinate lien obligations to parity status, which resolution will provide that the terms and provisions of the Bond Resolution and all amendments to the Bond Resolution will apply to said junior and subordinate lien obligations as though they were originally issued under the Bond Resolution as Additional Parity Bonds and will amend the terms and provisions of the proceedings pursuant to which said junior and subordinate lien obligations were issued to conform with the terms of the Bond Resolution and all amendments to the Bond Resolution. The County will furnish written notification of any such action to the Sinking Fund Custodian and the original purchasers.

**Construction Fund**

There will be deposited in the Construction Fund the proceeds from the sale of Additional Parity Bonds issued to finance, in whole or in part, any capital improvement to the System (e.g., a "Project). Moneys in the Construction Fund not needed at the time for the payment of current obligations may, upon the direction of the Director of Finance, be invested and reinvested by the Construction Fund Custodian in Permitted Investments. No payments may be made from the Construction Fund until the requisition and certification required by the Bond Resolution shall be filed with the Construction Fund Custodian. When the construction of any Project has been completed, excess moneys will be transferred to the applicable subaccount in the Reserve Account to fund any deficiency in the Reserve Requirement (as applicable) and then to the Sinking Fund.

**Particular Agreements**

*Payment of Bonds.* The County has agreed to promptly pay the principal of and interest on each and every Bond at the place, on the dates and in the manner provided in the Bond Resolution, and in the Bonds specified, and any premium required for the redemption of the Bonds, according to the true intent and meaning thereof.

*Management of the System.* The County has agreed to enforce reasonable rules and regulations governing the System and the operation thereof. The County also agreed that all compensation, salaries, fees and wages paid by it in connection with the operation, maintenance and repair of the System will be reasonable, that no more persons will be employed by it than are necessary, that it will operate same in an efficient and economical manner, that it will at all times maintain the same in good repair and in sound operating condition, that it will make all necessary repairs, renewals and replacements, that it will, as far as it is reasonably able, charge rates, tolls, fees and charges for services, facilities and commodities of the System sufficient to enable it to operate the System on a profitable basis, and that it will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to such undertakings and enterprise. The County has also agreed to carry fidelity bonds on all of its officers and employees who may handle Revenues derived from the System, such fidelity bonds to be in such amounts as are customarily carried by like organizations engaged in like businesses of comparable size.

*Satisfaction of Liens*. The County has agreed that it will not create or suffer to be created any lien or charge on the System, as it now exists and as hereafter added to, improved and extended, or any part thereof, or upon the Revenues of the System, ranking equally with or prior to the lien created upon such Revenues by the Bond Resolution (provided that it may subsequently issue Additional Parity Bonds as authorized in the Bond Resolution) and that it will pay, or cause to be discharged, or will make adequate provisions to satisfy and discharge, within sixty (60) days after the same will accrue, all lawful claims and demands, which, if unpaid, might by law become a lien upon the System, or any part thereof, or upon the Revenues therefrom; provided, however, nothing contained in the Bond Resolution will require the County to pay, or cause to be discharged, or make provision for, any such lien or charge, so long as the validity thereof will be contested in good faith and by appropriate legal proceedings.

*Maintenance of Insurance*. The County has agreed that it will carry comprehensive business automobile liability insurance on an occurrence basis with bodily injury limits of not less than $50,000 per person for each accident and not less than $100,000 per accident in the aggregate, and property damage liability insurance with a limit of not less than $25,000 for each accident with respect to the System. The County has also agreed that it will insure and at all times keep the following properties belonging to the System insured to the full insurable value thereof in a responsible insurance company, or companies, authorized and qualified under the laws of the State to assume the risks thereof against loss or damage thereto from the following causes:

(a) all buildings and all machinery and equipment therein against loss or damage by fire, lightning, tornado or winds; and

(b) all other property against loss or damage by fire or lightning if the same is not fireproof, and against loss or damage from other causes customarily insured against by entities engaged in similar enterprises.

All such policies will be for the benefit of and made payable to the County and will be on deposit therewith, provided, however, the County may elect to retain any portion of the risk with respect to the insurance required by the Bond Resolution if such risk retention is fully funded with monetary reserves dedicated solely to such purposes and adequate coverage to satisfy the insurance required by the Bond Resolution is provided for required limits in excess of the funded monetary reserves.

The proceeds of all such insurance policies, except the automobile liability policies, property damage liability policies and fidelity bonds, have been pledged as security for the Outstanding Bonds, but will be available for and shall, to the extent necessary and desirable, be applied to the repair and replacement of the damaged or destroyed property, provided that any portion of such proceeds remaining after payment in full of such costs will be paid into the Sinking Fund, or, if said damaged or destroyed property is not repaired or replaced, all such proceeds will be paid into the Sinking Fund.

All insurance policies will be open to the inspection of the Owners of the Bonds and their representatives at all reasonable times.

*Books and Records*. The County has agreed to keep the funds and accounts of the System separate from all other funds and accounts of the County, or any of its departments, and to keep accurate records and accounts of all items of cost and all expenditures relating to the System, and of the Revenues collected and the application thereof, and of the number of customers. Furthermore, the County has agreed to keep such records and accounts with respect to its physical properties in such manner that it will be possible at all times to identify both the amounts and the terms of all additions and retirements. Such records and accounts will be open to the inspection of the Owners of the Bonds and their representatives at all reasonable times.

*Annual Audit*. The County has agreed to cause an audit to be made of the books and accounts pertaining to the System.

*No Sale, Lease or Encumbrance of the System; Exceptions*. So long as any of the Bonds will be Outstanding and unpaid and except as hereinafter described, the County has agreed that it will not encumber the System or any part thereof, and it will not sell, lease or otherwise dispose of the System or any integral part thereof, except it may

sell the System as a whole, or substantially as a whole, if the proceeds of such sale will be at least sufficient to provide for the payment and redemption of all Bonds and any interest accrued or to accrue thereon, and the proceeds of any such sale to the extent necessary will be deposited with the Sinking Fund Custodian in trust and applied by it to purchase or redeem the Outstanding Bonds. Nothing contained in the Bond Resolution, however, will preclude the sale, lease or other disposition of a part of the System where the sale, lease or disposition would not, in the written opinion of a Qualified Independent Consultant at the time retained for consultation with respect to the System, materially adversely affect the ratio of Net Revenues to the Principal and Interest Requirement from the ratio in effect immediately prior to such sale, lease or disposition, and provided, further, that the proceeds from such sale, lease or disposition are used for additions, extensions or improvements to the System, or are either paid into the Renewal and Extension Fund or applied to the redemption of Bonds, as determined by the County.

The County has reserved the right to transfer the System as a whole to any political subdivision or agency of one or more political subdivisions of the State to which may be delegated the legal authority to own or operate the System on behalf of the public, and which undertakes in writing, filed with the Director of Finance, the Governing Authority and the Bond Registrar, the County's obligations under the Bond Resolution; provided that there will be first filed with the Director of Finance, the Governing Authority and the Bond Registrar (i) an opinion of nationally recognized attorneys on the subject of tax-exempt municipal bonds to the effect that such transfer will not cause interest on the Bonds (issued on a tax-exempt basis) to become subject to federal income taxation and will not materially diminish the security of the Owners of the Bonds, and (ii) an opinion of a Qualified Independent Consultant expressing the view that following such transfer, the County will be in compliance with the terms and provisions of the Bond Resolution. The Qualified Independent Consultant will take into consideration such factors as he may deem significant including any rate structure to be imposed by said political subdivision or agency.

The sale, lease, transfer or other disposition of the whole System or any integral part thereof (as described above) will require the written consent of the Bond Insurer.

*Extension of Time for Payment.* The County has agreed that it will not directly or indirectly extend or assent to the extension of the time for payment of the principal of, or interest on any Bonds and will not directly or indirectly be a party to or approve any arrangement thereof. Notwithstanding the foregoing, the Owner of any Bonds may extend the time for payment of the principal of or interest on such Bonds; provided, however, that upon the occurrence of an Event of Default, funds available under the Bond Resolution for the payment of the principal of and interest on the Bonds will not be applied to any payment so extended until all principal and interest payments which have not been extended have first been paid in full.

**Events of Default; Remedies**

*Events of Default.* Each of the following events is an Event of Default under the Bond Resolution:

(a) Payment of the principal of any of the Bonds will not be made when the same becomes due and payable, either at its maturity or by proceedings for redemption; or

(b) Payment of any installment of interest on any of the Bonds will not be made when the same becomes due and payable; or

(c) The County fails to establish rates, tolls, fees and charges for the services, facilities and commodities of the System in any fiscal year as required by the Bond Resolution; or

(d) The County for any reason, is rendered incapable of fulfilling its obligations under the Bond Resolution; or

(e) An order or decree is entered, with the consent or acquiescence of the County, appointing a receiver, or receivers, of the System, or of the Revenues thereof, or any proceedings are instituted, with the consent or acquiescence of the County, for the purpose of effecting a composition between the County and its creditors, pursuant to any Federal or State statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable out of the Revenues of the System, or if such order or decree, having

been entered without the consent or acquiescence of the County, will not be vacated or discharged or stayed on appeal within sixty (60) days after entry thereof, or if such proceeding, having been instituted with the consent or acquiescence of the County, will not be withdrawn, or any orders entered will not be vacated, discharged or stayed on appeal within sixty (60) days after the institution of such proceedings, or the entry of such orders; or

(f) The County fails to duly and punctually perform any other of the covenants, conditions, agreements or provisions contained in the Bonds or in the Bond Resolution, on the part of the County to be performed, and such failure continues for thirty (30) days after written notice, specifying such failure and requiring same to be remedied, has been given to the County by any Owner of a Bond.

In determining whether an Event of Default has occurred or whether a payment on the Bonds has been made under the Bond Resolution, no effect will be given to payments made under any Bond Insurance Policy.

*Acceleration.* Upon the happening and continuance of any Event of Default, then and in every such case the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding may, by a notice in writing to the County, declare the principal of all of the Bonds then Outstanding (if not then due payable) to be due and payable immediately, and upon such declaration, the same will become and be immediately due and payable, anything in the Bonds or in the Bond Resolution contained to the contrary notwithstanding; provided, however, that if at any time after the principal of the Bonds shall have been so declared to be due and payable, all arrears of interest, if any, upon all the Bonds then Outstanding and all other obligations secured by the Bond Resolution, except the principal of any Bonds not then due by their terms and the interest accrued on such Bonds since the last Interest Payment Date, will have been paid, or will have been provided for by deposit with the Paying Agent for such Bonds of a sum sufficient to pay the same, and every other default in the observance or performance of any covenant, condition or agreement in the Bonds, or contained in the Bond Resolution, will be made good, or provisions therefor satisfactory to such Owners will have been made, then and in every such case the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding may by written notice to the County, rescind and annul such declaration and its consequences, but not such rescission or annulment will extend to, or affect, any subsequent default or impair any right consequent thereto.

*Receivership.* Upon the happening and continuance of any Event of Default, then and in every case any Bondholder may proceed, subject to the provisions of the Bond Resolution, to protect and enforce the rights of the Owners of the Bonds under the Bond Resolution by a suit, action or special proceeding in equity, or at law, either for the appointment of a receiver of the System as authorized by the Revenue Bond Law, as amended, or for the specific performance of any covenant or agreement contained in the Bond Resolution or in aid or execution of any power granted in the Bond Resolution, or for the enforcement of any proper legal or equitable remedy as such Bondholder will deem most effectual to protect and enforce the rights aforesaid, insofar as such may be authorized by law.

*Abandonment of Proceedings.* In case any proceeding taken by any Owner of a Bond on account of any Event of Default has been discontinued or abandoned for any reason, or has been determined adversely to such Owner of a Bond, then and in every case the County and the Owners of the Bonds will be restored to their former positions and rights under the Bond Resolution, respectively, and all rights, remedies, power and duties of the Owners of the Bonds will continue as though no such proceedings had been taken.

*Limitation of Actions by Owners of Bonds.* No one, or more, Owners of the Bonds will have any right in any manner whatever by his of their action to affect, disturb or prejudice the security granted and provided for under the Bond Resolution, or to enforce any right under the Bond Resolution, except in the manner provided in the Bond Resolution, and all proceedings at law or in equity will be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Bonds.

*Non-exclusivity of Remedies.* No remedy conferred by the Bond Resolution upon the Owners of the Bonds is intended to be exclusive of any other remedy, or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given under the Bond Resolution or now or hereafter existing at law or in equity, or by statute.

*Delays*. No delay or omission of any Owner of a Bond to exercise any right or power accruing upon any Event of Default occurring and continuing as aforesaid, will impair any such Event of Default or be construed as an acquiescence therein; and every power and remedy given by the Bond Resolution to the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient.

**Defeasance**

*Payment and Defeasance*. If (a) the County will pay or cause to be paid to the Owners of all Bonds then Outstanding the principal of and the interest to become due thereon at the times and in the manner stipulated therein and in the Bond Resolution, (b) all fees, charges and expenses of the Paying Agent(s) will have been paid or provision for such payment satisfactory to such Paying Agent(s) has been made, and (c) the County will keep, perform and observe all of its agreements in the Bonds and in the Bond Resolution expressed as to be kept, performed and observed by it or on its part, then these presents and the rights granted by the Bond Resolution will, cease, determine and be discharged; provided, however, that no such discharge will affect the County's obligations to comply with certain tax covenants under the Bond Resolution.

Bonds will be deemed to be paid within the meaning of the Bond Resolution if (a) sufficient moneys will have been irrevocably deposited with the Paying Agent to pay the same when they become due, (b) there will have been irrevocably deposited with the Paying Agent moneys or Defeasance Securities, which, without any reinvestment thereof, will produce moneys sufficient to pay the same when they become due (whether upon or prior to the stated maturity or the redemption date of such Bonds); provided, however, that if such Bonds are to be redeemed prior to their stated maturities, notice of such redemption will have been duly given as provided in the Bond Resolution or irrevocable arrangements satisfactory to the Paying Agent will have been made for the giving thereof. Any such deposit is subject to certain provisions of the Bond Resolution regarding arbitrage. In the event the County will have made a deposit of Defeasance Securities, the County will retain the right to substitute Defeasance Securities for those previously pledged provided that such Defeasance Securities will provide sufficient moneys in a timely fashion (without any reinvestment as described above) to make the required payments of principal and interest on such Bonds, and the County will receive at the time of such substitution an opinion of a firm of nationally recognized bond counsel to the effect that such substitution will not adversely affect the status of interest on the Bonds (or any of the Bonds) as being excludable from gross income for federal income tax purposes under the Code. The County at its option may defease all of the Bonds, any series of the Bonds or any portion of any such series as it may elect.

Notwithstanding the foregoing, the lien of the Bond Resolution will not be released and discharged until the County has received an Opinion of Bond Counsel to the effect that all conditions precedent to such discharge have been satisfied and, in the event of an advance refunding, the County receives a verification of the sufficiency of funds held to discharge Bonds from an Independent Certified Public Accountant.

*Termination of Liability*. If the County deposits with the Paying Agent moneys or Defeasance Securities sufficient to pay the principal or redemption price of any particular Bond or Bonds becoming due, either at maturity or by call for redemption or otherwise, together with all interest accruing thereon to the due date, all liability of the County with respect to such Bond or Bonds will cease, except as provided below. Thereafter such Bond or Bonds will be deemed not to be Outstanding under the Bond Resolution for any purpose and the Owner or Owners of such Bond or Bonds will be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bond or Bonds, and the Paying Agent will hold such funds in trust for such Owner or Owners.

**Supplemental Proceeding**

*Modification, Alteration, Supplementation or Amendment of Bond Resolution*. The County may, from time to time, modify, amend, supplement or alter the Bond Resolution without the consent of, or notice to any of the Owners of the Bonds for any one or more of the following purposes:

(a) to add to the agreements of the County contained in the Bond Resolution, other agreements thereafter to be observed or to surrender, restrict or limit any right or power reserved to or conferred upon the County in the Bond Resolution (including but not limited to the right to issue Additional Parity Bonds and to cause accession of junior and subordinate Bonds);

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in the Bond Resolution, or in regard to matters or questions arising under the Bond Resolution, as the County may deem necessary or desirable and not inconsistent with the Bond Resolution and which will not have a material adverse effect on the interests of the Owners of the Bonds;

(c) to increase the size or scope of the System;

(d) to grant to or confer any additional rights, remedies, powers or authorities that may be lawfully granted to or conferred upon the Owner of the Bonds;

(e) to subject to the lien and pledge of the Bond Resolution additional rents, Revenues, receipts, properties or other collateral;

(f) to evidence the appointment of successors to any depositories, custodians, Paying Agent(s) or Bond Registrar(s);

(g) to modify, amend or supplement the Bond Resolution or any proceedings supplemental to the Bond Resolution in such manner as to permit the qualification of the Bond Resolution under the Trust Indenture Act of 1939 or any federal statute hereinafter in effect, and similarly to add to the Bond Resolution, or to any proceedings supplemental to the Bond Resolution, such other terms, conditions and provisions as may be permitted or required by said Trust Indenture Act of 1939 or any similar federal statute;

(h) to make any modification or amendment of the Bond Resolution not in the adverse interest of the Owners of the Bonds, required in order to make the Bonds eligible for acceptance by The Depository Trust Company or any similar holding institution or to permit the issuance of the Bonds or interest therein in book-entry form;

(i) to modify any of the provisions of the Bond Resolution in any respect provided that such modification will not be effective until after the Bonds Outstanding immediately prior to the effective date of such supplemental resolution will cease to be Outstanding and further provided that any Bonds issued contemporaneously with or after the effective date of such supplemental proceedings will contain a specific reference to the modifications contained in such subsequent proceedings;

(j) to create a Construction Fund for the deposit of the proceeds of any series of Bonds issued for purposes of acquiring or constructing improvement to the System and to modify or amend the provisions of the Bond Resolution with respect to the disposition of any moneys remaining in the Construction Fund upon the completion of any "Project," provided that no such amendment will affect the time or redemption price applicable to the Bonds under the Bond Resolution;

(k) to make such modifications in the provisions of the Bond Resolution as may be deemed necessary by the County to accommodate the issuance of Additional Parity Bonds which (i) are compound interest bonds, (ii) bear interest at a variable rate, or (iii) which are payable as to principal on dates other than January 1 or as to interest on dates other than January 1 and July 1, but only if such modifications, in the written opinion of nationally recognized bond counsel filed with the Director of Finance, the Governing Authority and the Bond Registrar, do not result in materially diminishing the security granted by the Bond Resolution to the Owners of the Bonds at the time Outstanding; or

(l) subject to the prior written consent of the Bond Insurer while the Bond Insurance Policy is in effect, to obtain, maintain or upgrade a rating on the Bonds.

The County may, from time to time, modify amend, alter or supplement the Bond Resolution other than as provided above with the consent of the Owners of at least 51% in aggregate principal amount of the Bonds then Outstanding (for purposes of this provision, the Bond Insurer will be treated as the owner of the Bonds it insures, as provided in the Bond Resolution); provided, however, that no such supplemental proceedings shall:

(a) extend the maturity date or due date of any mandatory sinking fund redemption with respect to any Bond Outstanding under the Bond Resolution;

(b) reduce or extend the time of payment of the principal of, redemption premium or interest or Accretion Rate on any Bond Outstanding under the Bond Resolution;

(c) reduce any premium payable upon the redemption of any Bond under the Bond Resolution or advance the date upon which any Bond may first be called for redemption prior to its stated maturity date;

(d) give to any Bond or Bonds a preference over any other Bond or Bonds;

(e) except as expressly permitted in the Bond Resolution, permit the creation of any mortgage, lien or any other encumbrance on the System having a lien equal to prior to the lien created under the Bonds Resolution for the Bonds; or

(f) reduce the percentage of Bonds the registered Owners of which are required to consent to any proceedings amending or supplementing the provisions of the Bond Resolution.

In the event that the County intends to enter into or adopt any modification, alteration or amendment of the Bond Resolution requiring the consent of the Owners of the Bonds for which no Bond Insurance Policy is in effect, the County will mail, by registered or certified mail, to the registered Owners of the Bonds at their addresses as shown on the registration books maintained by the Bond Registrar, a notice of such intention along with a description of such amendment or modification not less than 30 days prior to the proposed effective date of such amendment or modification. The consents of the registered Owners of the Bonds need not approve the particular form of wording of the proposed amendment, modification or supplement, but it will be sufficient if such consents approve the substance thereof. Failure of the Owner of any Bond to receive the notice required in the Bond Resolution will not affect the validity of any proceedings supplemental to the Bond Resolution if the required number of Owners of the Bonds will provide their written consent to such amendment or modification.

*Notice to Owners of Bonds.* After any supplemental resolution requiring consent of the Owners of the Bonds will have been adopted, the County will cause a notice of the adoption of such resolution to be mailed, postage prepaid, to all Owners of Bonds whose names appear on the Bond register kept by the Bond Registrar and a copy of such supplemental resolution will be mailed, postage prepaid, to the original purchasers or each series of Bonds which has Bonds of such series Outstanding.

*Notice to Rating Agency and Bond Insurer.* Any Rating Agency then rating the Bonds must receive notice of each amendment to the Bond Resolution or any supplemental resolution and a copy thereof at least 15 days in advance of its execution or adoption of such amendment, and the Bond Insurer must be provided a full transcript of all proceedings relating to the execution of any amendment or supplement to the Bond Resolution or any supplemental resolution.

**Recently Effective Consent Amendment to the Master Bond Resolution**

Pursuant to the Parity Bond Resolution adopted in respect of the Series 2013 Bonds, the Board of Commissioners of the County approved the "Consent Amendment" described below, which became effective and incorporated into the Master Bond Resolution (as defined in this Official Statement) simultaneously with the issuance and delivery of the Series 2020A Bonds.

*Variable Rate Bonds*. Section 608(i)(c) and Section 611(a) of the Master Bond Resolution was deleted. Accordingly, on and after the issuance and delivery of the Series 2020A Bonds, the County is no longer required to provide a Credit Facility to provide liquidity for Variable Rate Bonds, and, if the County elects to provide a Credit Facility, the Credit Provider is not required to have or maintain a minimum rating. All resolutions adopted in connection with the issuance of Additional Parity Bonds (after the issuance of the Series 2020A Bonds and inclusive of the Series 2025 Parity Bond Resolution) are required to contain this provision.

**APPENDIX C**

**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

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**CONTINUING DISCLOSURE CERTIFICATE**

This **CONTINUING DISCLOSURE CERTIFICATE** (this "Disclosure Certificate") dated _____ __, 2025, is executed and delivered by **FULTON COUNTY, GEORGIA** (the "County") in connection with the issuance of $_____ in aggregate principal amount of its Water and Sewerage Revenue Refunding Bonds, Series 2025 (the "Series 2025 Bonds"). The County covenants and agrees as follows:

**Section 1. Definitions**.

(a) For the purposes of this Disclosure Certificate, all capitalized terms used, but not otherwise defined in this Disclosure Certificate shall have the meanings ascribed to such terms in the hereinafter defined Official Statement.

(b) In addition to the terms defined elsewhere in this Disclosure Certificate, the following terms shall have the following meanings for the purposes of this Disclosure Certificate:

**"Actual Knowledge"** as used in this Disclosure Certificate, and for the purposes of this Disclosure Certificate, the County shall be deemed to have "actual knowledge" of the occurrence of any event only if and to the extent the individual or individuals employed by the County and directly responsible for the administration of this Disclosure Certificate on behalf of the County have actual knowledge of or receive written notice of the occurrence of such event.

**"Annual Filing"** means any document comprising the Annual Financial Information that the County files or causes to be filed with the Repository, pursuant to and as described in Section 3 of this Disclosure Certificate.

**"Annual Filing Date"** means the date by which the Annual Filing is to be filed with the Repository, which is currently each **August 31st after the close of the Fiscal Year**, commencing with the Fiscal Year ended December 31, 2025; provided, however, if August 31st falls on a day that is not a Business Day, the Annual Filing Date will be the first Business Day after August 31st. The County may adjust the Annual Filing Date upon a change of its Fiscal Year by providing written notice of such change and the new Annual Filing Date to the Repository, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

**"Annual Financial Information"** means annual financial information as such term is used in paragraph (f)(9) of the Rule and specified in Section 3 of this Disclosure Certificate.

**"Audited Financial Statements"** means the financial statements (if any) of the Water and Sewerage System Fund of Fulton County, Georgia for the prior Fiscal Year prepared in accordance with generally accepted accounting principles, as in effect from time to time, and audited by an independent certified public accountant in conformity with auditing standards and Government Auditing Principles issued by the Comptroller General of the United States.

**"Beneficial Owner"** means any beneficial owner of the Series 2025 Bonds. Beneficial ownership is to be determined consistent with the definition thereof contained in Rule 13d-3 of the SEC, or, in the event such provisions do not adequately address the situation at hand (in the opinion of nationally recognized bond counsel), beneficial ownership is to be determined based upon ownership for federal income tax purposes.

**"Business Day"** means a day other than: (a) a Saturday or Sunday; or (b) a day on which banks are required or authorized to be closed; or (c) a day on which the County is required or authorized to be closed; or (d) a day on which the New York Stock Exchange is closed.

**"EMMA"** means the Electronic Municipal Market Access system, a service of the MSRB.

**"Filing"** means, as applicable, any Annual Filing, Notice Event Filing, Voluntary Filing or any other notice or report made public under this Disclosure Certificate.

**"Fiscal Year"** means the fiscal year of the County, which currently is the twelve-month period commencing on January 1 and ending on December 31 or any such other twelve-month period designated by the County, from time to time, to be its fiscal year.

**"MSRB"** means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(l) of the Securities Exchange Act of 1934, as amended.

**"Notice Event"** means an event listed in Sections 4(a) and 4(b) of this Disclosure Certificate.

**"Notice Event Filing"** means any notice of the occurrence of a Notice Event that the County files or causes to be filed with the Repository.

**"Obligated Person"** means the County and any person who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2025 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

**"Official Statement"** means the Official Statement dated _____ __, 2025 relating to the Series 2025 Bonds.

**"Participating Underwriter"** means _____ in its capacity as the initial purchaser of the Series 2025 Bonds required to comply with the Rule in connection with the offering of the Series 20225 Bonds.

**"Repository"** means each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. As of the date of this Disclosure Certificate, the only Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure filings through the EMMA website at http://emma.msrb.org.

**"Rule"** means Rule 15c2-12 of the SEC promulgated pursuant to the Securities Exchange Act of 1934, in effect as of the date hereof.

**"SEC"** means the United States Securities and Exchange Commission.

**"Unaudited Financial Statements"** means the financial statements of the Water and Sewerage System Fund of Fulton County, Georgia for the prior Fiscal Year which have not been certified by an independent auditor (if any).

**"Voluntary Filing"** means the information that the County files or causes to be filed with the Repository pursuant to Section 6 of this Disclosure Certificate.

**Section 2. Scope of this Disclosure Certificate**.

(a) This Disclosure Certificate is being executed and delivered by the County for the benefit of the holders of the Series 2025 Bonds and to assist the Participating Underwriter in complying with the Rule. The disclosure obligations of the County under this Disclosure Certificate relate solely to the Series 2025 Bonds. Such disclosure obligations are not applicable to any other securities issued or to be issued by the County, whether issued for the benefit of the County or otherwise, nor to any other securities issued by or on behalf of the County.

(b) This Disclosure Certificate shall inure solely to the benefit of the County, the Participating Underwriter, and the Beneficial Owners, and shall create no rights in any other person or entity.

(c) This Disclosure Certificate shall terminate upon: (i) the defeasance, redemption or payment in full of all Series 2025 Bonds, in accordance with the Bond Resolution, or (ii) the delivery of an opinion of counsel expert in federal securities laws retained by the County to the effect that continuing disclosure is no longer required under the Rule as to the Series 2025 Bonds.

**Section 3.** **Annual Filings**.

The County shall file, or cause to be filed, the Annual Filing with the Repository, in the appropriate format required by the MSRB and no later than the Annual Filing Date. Each Annual Filing shall contain updates to the following financial information and operating data in the Official Statement to the extent that all such information continues to be available and/or prepared by the County and/or its consultants:

(a) the table entitled "Capacity of Atlanta/Fulton Plant" under the caption "THE SYSTEM - Water System;"

(b) the table entitled "Permitted Capacity and Average Annual Flow of Wastewater Treatment Facilities" under the caption "THE SYSTEM - Sewerage System;"

(c) the table entitled "Permitted Maximum Monthly Daily Flow, Average Annual Flow, Maximum Monthly Flows and County Contracted Reserve Capacity of Wastewater Treatment Facilities" under the caption "THE SYSTEM - Sewerage System;"

(d) the table entitled "Historical Water System Demands" under the caption "THE SYSTEM- Water System;"

(e) the table entitled "Water System Connections" under the caption 'THE SYSTEM- Water System;"

(f) the table entitled "Collected Wastewater Flow" under the caption "THE SYSTEM - Sewerage System;"

(g) the table entitled "Sewerage System Connections" under the caption "THE SYSTEM - Sewerage System;"

(h) the table entitled "Largest Users of Water System" under the caption "THE SYSTEM - Water System;"

(i) the table entitled "Largest Users of Sewerage System" under the caption "THE SYSTEM - Sewerage System;"

(j) the table entitled "Permitted Withdrawal and Actual Withdrawal from Raw Water Sources" under the caption "THE SYSTEM - Governmental Approvals and Environmental Regulation;"

(k) the table entitled "Sewer Connection Permit (Impact) Fees" under the caption "SYSTEM REVENUES - Rates, Fees and Charges;"

(l) the table entitled "Wholesale Water and Sewer Rates per 1,000 Gallons" under the caption "SYSTEM REVENUES - Rates, Fees and Charges;"

(m) the table entitled "Water Service Charges" under the caption "SYSTEM REVENUES - Rates, Fees and Charges;"

(n) the table entitled "Water Conservation Rates" under the caption "SYSTEM REVENUES - Rates, Fees and Charges;"

(o) the table entitled "Water and Sewer Connection Fees" under the caption "SYSTEM REVENUES - Rates, Fees and Charges;"

(p) the table entitled "Fulton County, Georgia Water and Sewerage System Summary of Operating Results" under the caption "SYSTEM FINANCE MATTERS - Summary of Operating Results;" and

(q) the table entitled "Historical Debt Service Coverage Ratios" under the caption "SYSTEM FINANCE MATTERS - Historical Debt Service Coverage Ratios (Unaudited; Cash Basis)" for the previous five years.

If available on the Annual Filing Date, the Annual Filing will include the Audited Financial Statements. If the Audited Financial Statements are not available on or before the Annual Filing Date, the Annual Filing will contain Unaudited Financial Statements (if any are then available), prepared in accordance with generally accepted accounting principles, as in effect from time to time, and the Audited Financial Statements shall be filed in the same manner as the Annual Filing when they become available.

To the extent that any of the Annual Financial Information includes information that is no longer available and/or prepared by the County and/or its consultants, a statement to that effect will satisfy the undertaking.

In addition, the County may provide similar operating data with respect to any substitute or replacement operation.

The County reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County.

The Annual Filing may be submitted as a single document or as separate documents composing a package, and may include all of a portion of the Annual Financial Information by specific reference to documents previously filed with the Repository or the SEC. The County will clearly identify each such document so incorporated by reference.

**Section 4.** **Reporting of Notice Events**.

(a) The County shall file, or cause to be filed, a Notice Event Filing with the Repository, in the appropriate format required by the MSRB and in a timely manner not in excess of ten (10) Business Days after the County has Actual Knowledge of the occurrence of any of the following Notice Events with respect to the Series 2025 Bonds:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers or their failure to preform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2025 Bonds, or other material events affecting the tax status of the Series 2025 Bonds;

(vii) Modifications to rights of the holders of the Series 2025 Bonds, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution or sale of property securing repayment of the Series 2025 Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person (such an event is considered to occur when any of the following occur: there is an appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person);

(xiii) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of an Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) Incurrence of a financial obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Person, any of which affect security holders, if material; or

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligated Person, any of which reflect financial difficulties.

(b) The County shall file, or cause to be filed, a Notice Event Filing with the Repository, in the appropriate format required by the MSRB and in a timely manner after the occurrence of a failure of the County to provide the Annual Filing on or before the Annual Filing Date with respect to the Series 2025 Bonds.

**Section 5.** **Responsibility for Content of Filings**.

(a) The County shall be solely responsible for the content of each Filing (or any portion thereof) pursuant to this Disclosure Certificate.

(b) Each Filing distributed by the County shall be in a form suitable for distributing publicly and shall contain the CUSIP numbers of the Series 2025 Bonds and such other identifying information required by the MSRB from time to time. Each Notice Event Filing shall be in substantially the form set forth in EXHIBIT A attached hereto.

(c) Any report, notice or other filing to be made public pursuant to this Disclosure Certificate may consist of a single document or separate documents composing a package and may incorporate by reference other clearly identified documents or specified portions thereof previously filed with the Repository or the SEC; provided that any final official statement incorporated by reference must be available from the Repository.

(d) Notwithstanding any provision in this Disclosure Certificate to the contrary, nothing in this Disclosure Certificate shall be construed to require the County to interpret or provide an opinion concerning information made public pursuant to this Disclosure Certificate.

(e) Notwithstanding any provision in this Disclosure Certificate to the contrary, the County shall not make public information which is not permitted to be publicly disclosed under any applicable data confidentiality or privacy law or other legal requirement.

**Section 7. Voluntary Filings.**

(a) The County may voluntarily file, or cause to be filed, information with the Repository, from time to time (a "Voluntary Filing").

(b) Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information using the means of dissemination set forth in this Disclosure Certificate or including any other information in any Annual Filing, Notice Event Filing, or Voluntary Filing in addition to that required by this Disclosure Certificate. If the County chooses to include any information in any Annual Filing, Notice Event Filing, or Voluntary Filing in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Filing, Notice Event Filing, or Voluntary Filing.

(c) Notwithstanding the foregoing provisions of this Section 6, the County is under no obligation to provide any Voluntary Filing.

**Section 8. Defaults; Remedies.**

Notwithstanding any provision of this Disclosure Certificate or the Bond Resolution to the contrary, no default under this Disclosure Certificate shall constitute a default or event of default under the Bond Resolution. To the extent permitted by law, the sole and exclusive remedy of any Beneficial Owner for the enforcement of the provisions hereof shall be an action for mandamus or specific performance, as applicable, by court order, to cause the County to comply with its obligations hereunder.

**Section 9. Amendment or Waiver.**

(a) This Disclosure Certificate shall not be amended or modified except as provided in this Section 8. No modification, amendment, alteration or termination of all or any part of this Disclosure Certificate shall be construed to be, or operate as, altering or amending in any way the provisions of the Bond Resolution.

(b) Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if: (i) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Obligated Person or type of business conducted by such Obligated Person; (ii) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment does not materially impair the interests of the Beneficial Owners of the Series 2025 Bonds, as determined by an unqualified opinion of counsel expert in federal securities laws retained by the County or by the approving vote of Beneficial Owners of the Series 2025 Bonds pursuant to the terms of the governing instrument at the time of the amendment.

(c) If any provision of Section 3 of this Disclosure Certificate is amended or waived, the first Annual Filing containing any amended, or omitting any waived, operating data or financial information shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided.

(d) If the provisions of this Disclosure Certificate specifying the accounting principles to be followed in preparing the Audited Financial Statements are amended or waived, the Annual Filing for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to the Beneficial Owners of the Series 2025 Bonds to enable them to evaluate the ability of the County to meet its obligations. To the extent reasonably feasible, the comparison shall also be quantitative. The County will file a notice of the change in the accounting principles with the Repository on or before the effective date of any such amendment or waiver.

(e) The County shall prepare or cause to be prepared a notice of any of the foregoing amendment(s) or modification(s) and shall file, or caused to be filed, such notice in accordance with Section 6 of this Disclosure Certificate.

**Section 10.** **Severability**. In case any part of this Disclosure Certificate is held to be illegal or invalid, such illegality or invalidity shall not affect the remainder or any other section of this Disclosure Certificate. This Disclosure Certificate shall be construed or enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application of this Disclosure Certificate affect any legal and valid application.

**Section 11.** **Dissemination Agents**. The County may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor disseminating agent.

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**SIGNATURE PAGE TO**
**CONTINUING DISCLOSURE CERTIFICATE**
**FULTON COUNTY, GEORGIA**
**WATER AND SEWERAGE REVENUE**
**REFUNDING BONDS, SERIES 2025**

**IN WITNESS WHEREOF,** the County has caused this Disclosure Certificate to be executed, on the date first written above, by its duly authorized officer.

**FULTON COUNTY, GEORGIA**

By: _____
Sharon L. Whitmore, CPA, CPFO
Chief Financial Officer

**EXHIBIT A**

**NOTICE TO REPOSITORY OF THE OCCURRENCE OF [INSERT THE NOTICE EVENT]**

**Relating to**

**$_____**
**FULTON COUNTY, GEORGIA WATER AND SEWERAGE REVENUE REFUNDING BONDS, SERIES 2025**

**Originally Issued on or about December 11, 2025**
**[**CUSIP NUMBERS**]**

Notice is hereby given by Fulton County, Georgia (the "County"), as an obligated person with respect to the above-referenced bonds under the Securities and Exchange Commission's Rule 15c2-12, that **[**INSERT THE NOTICE EVENT**]** has occurred. **[**DESCRIBE NOTICE EVENT AND MATERIAL CIRCUMSTANCES RELATED THERETO**].**

This Notice is based on the best information available to the County at the time of dissemination hereof and is not guaranteed by the County as to the accuracy or completeness of such information. The County will disseminate additional information concerning **[**NOTICE EVENT**],** as and when such information becomes available to the County, to the extent that the dissemination of such information would be consistent with the requirements of Rule 15c2-12 and the County's obligation under that certain Continuing Disclosure Certificate dated _____, 2025. [****Any questions regarding this notice should be directed in writing only to the County. However, the County will not provide additional information or answer questions concerning [**NOTICE EVENT**] except in future written notices, if any, disseminated by the County in the same manner and to the same recipients as this Notice**].**

**DISCLAIMER:** All information contained in this Notice has been obtained by the County from sources believed to be reliable as of the date hereof. Due to the possibility of human or mechanical error as well as other factors, however, such information is not guaranteed as to the accuracy, timeliness or completeness. Under no circumstances shall the County have any liability to any person or entity for (a) any loss, damage, cost, liability or expense in whole or in part caused by, resulting from or relating to this Notice, including, without limitation, any error (negligent or otherwise) or other circumstances involved in procuring, collecting, compiling, interpreting, analyzing, editing, transcribing, transmitting, communicating or delivering any information contained in this Notice, or (b) any direct, indirect, special, consequential or incidental damages whatsoever related thereto.

Dated:_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

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**APPENDIX D**

**PROPOSED FORM OF OPINION OF BOND COUNSEL;**
**PRELIMINARY AND SUBJECT TO CHANGE**

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December __, 2025

Fulton County Board of Commissioners
Atlanta, Georgia

Ladies and Gentlemen:

We have acted as Bond Counsel to Fulton County, Georgia (the "County") in connection with the issuance of $_____ in aggregate principal amount of its Water and Sewerage Revenue Refunding Bonds, Series 2025 (the "Series 2025 Bonds"). In such capacity, we have examined (i) the Constitution and laws of the State of Georgia, including specifically the Revenue Bond Law of the State of Georgia (O.C.G.A. Section 36-82-60 et seq.); (ii) the Amended and Restated Resolution adopted by the Board of Commissioners of the County (the "Board of Commissioners") on June 17, 1998 (the "Master Bond Resolution"), as previously supplemented and amended from time to time, including, without limitation, by that certain Series 2025 Parity Bond Resolution adopted by the Board of Commissioners on September 17, 2025 (the "Series 2025 Parity Bond Resolution"), as supplemented by that certain Supplemental Pricing Resolution adopted by the Board of Commissioners on November __, 2025 (the "Series 2025 Supplemental Pricing Resolution," and together with the Series 2025 Parity Bond Resolution, are collectively, the "Series 2025 Resolution"), which, among other things, further supplements the Master Bond Resolution (which together with the Series 2025 Resolution are collectively referred to herein as the "Bond Resolution"), (iii) a certified copy of the validation proceeding concluded in the Superior Court of Fulton County, Georgia related to the Series 2025 Bonds; and (iv) such other documents, records, agreements, certificates and opinions as we have considered necessary or appropriate to enable us to render the opinions expressed herein.

The Series 2025 Bonds are issuable as fully registered bonds in denominations of $5,000 and integral multiples thereof, bear interest from their dated date, and are stated to mature in the manner and upon the terms and conditions set forth therein and in the Bond Resolution.

The Series 2025 Bonds are being issued for the purpose of, among other things, (a) refunding all or a portion of the County's Water and Sewerage Revenue Refunding Bonds, Series 2013 and (b) paying the costs of issuing the Series 2025 Bonds.

As to questions of fact material to our opinion, we have relied upon (i) representations of the County, including, without limitation, representations as to the use of proceeds of the Series 2025 Bonds, (ii) certifications of public officials furnished to us and (iii) certifications and representations contained in certificates of the County and others delivered at closing, without undertaking to verify them by independent investigation.

We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic, and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to the Series 2025 Bonds have been duly authorized, executed and delivered by all parties thereto other than the County, and we have further assumed the due organization, existence and powers of all parties other than the County. All terms used herein and not otherwise defined herein shall have the terms ascribed to them in the Bond Resolution.

Based on the foregoing, we are of the opinion that:

1. The Series 2025 Resolution has been duly adopted by the County and constitutes the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms and the terms of the Master Bond Resolution. The Series 2025 Resolution creates a valid lien on the Net Revenues of the System as security for the Series 2025 Bonds, on parity with the remaining Outstanding principal amount of the Fulton County, Georgia Water and Sewerage Revenue Bonds, Series 2020A, the remaining Outstanding principal amount of the Fulton County Water and Sewerage Revenue Refunding Bonds, Series 2020B, and any additional parity bonds issued under the Master Bond Resolution hereafter.

2. The Series 2025 Bonds have been duly authorized, executed and delivered by the County and constitute legal, valid and binding limited obligations of the County, enforceable against the County in accordance with their terms.

3. The County is not obligated to pay the principal of, premium, if any, or interest on the Series 2025 Bonds except as provided in the Bond Resolution, and neither the faith and credit nor the taxing power of the State of Georgia or of any political subdivision thereof, including the County, is pledged to the payment of the principal of, premium, if any, and interest on the Series 2025 Bonds. However, such interest is included in the "adjusted financial statement income" (as defined in Section 56A of the Code) of certain corporations in determining the applicability and amount of the federal corporate alternative minimum tax imposed under Section 55(b) of the Code.

4. Under existing law, interest on the Series 2025 Bonds (i) is excludable from the gross income of the owners of the Series 2025 Bonds for purposes of federal income taxation under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) is not a specific item of tax preference for purposes of the federal alternative minimum tax on individuals.

We express no opinion regarding other federal tax consequences arising with respect to the Series 2025 Bonds.

In providing the opinions set forth in this paragraph 4, we are assuming continuing compliance with the Covenants (as hereinafter defined) by the County. The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied after the issuance of the Series 2025 Bonds in order for interest on the Series 2025 Bonds to be and remain excludable from gross income for purposes of federal income taxation. These requirements include, by way of example and not limitation, restrictions on the use, expenditure and investment of the proceeds of the Series 2025 Bonds and the use of the property financed or refinanced by the Series 2025 Bonds (as applicable), limitations on the source of the payment of and the security for the Series 2025 Bonds, and the obligation to rebate certain excess earnings on the gross proceeds of the Series 2025 Bonds to the United States Treasury. The Bond Resolution and the Tax Certificate, dated as of the date of issuance of the Series 2025 Bonds and executed by the County (the "Tax Certificate"), contain covenants (the "Covenants") under which the County has agreed to comply with such requirements. Failure by the County to comply with the Covenants could cause interest on the Series 2025 Bonds to become includable in gross income for federal income tax purposes retroactively to their date of issue. In the event of noncompliance with the Covenants, the available enforcement remedies may be limited by applicable provisions of law and, therefore, may not be adequate to prevent interest on the Series 2025 Bonds from becoming includable in gross income for federal income tax purposes.

We have no responsibility to monitor compliance with the Covenants after the date of issue of the Series 2025 Bonds.

Certain requirements and procedures contained, incorporated or referred to in the Bond Resolution and the Tax Certificate, including the Covenants, may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth therein. We express no opinion concerning any effect on the excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes under Section 103 of the Code of any such subsequent change or action that may be made, taken or omitted upon the advice or approval of counsel other than this firm.

5.f Under existing law, interest on the Series 2025 Bonds is exempt from income taxation by the State of Georgia. Other than as described herein, we express no opinion regarding (i) other Georgia tax consequences arising with respect to the Series 2025 Bonds or (ii) any consequences arising with respect to the Series 2025 Bonds under the tax laws of any state or local jurisdiction other than Georgia.

The rights of the owners of the Series 2025 Bonds and the enforceability of the Bond Resolution is subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement relating to the Series 2025 Bonds that may have been relied upon by any owner of the Series 2025 Bonds in making a decision to purchase the Series 2025 Bonds. This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

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# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0874 **Meeting Date:** 12/3/2025

### Department
Information Technology

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to utilize cooperative purchasing - Information Technology, Sourcewell Contract #010720-AXN, Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories in an amount not to exceed $1,310,000.00 for the continuation of digital evidence software and storage services for Fulton County's Justice Partners to include the District Attorney, Solicitor General, Public Defender as well as the expansion of services to include Superior Court, State Court, and the Medical Examiner's Office. 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 to utilize cooperative purchasing or GSA purchase 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)*
**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:** FCIT recommends approving the use of Axon Enterprises' Attorney Advanced Evidence Management Software (Software as a Service) with unlimited storage.

The Axon Justice digital evidence management platform will be deployed within the Medical Examiner's Office, Superior Court, and State Court. During 2026 and 2027, the transition will expand to include the District Attorney's Office, Solicitor General's Office, and Public Defender's Office,

moving from the retired Attorney Advanced Bundle program to Axon Justice. Between November 2025 and March 2026, professional services will be engaged to migrate hundreds of terabytes of data from multiple, disparate sources into the new Axon Justice system.

This initiative ensures the county meets all requirements for digital evidence storage and retention while standardizing processes to improve operational efficiency and facilitate evidence sharing among agencies, courts, attorneys, and law enforcement.
Currently, county law enforcement and prosecuting agencies manage more than 4 petabytes of digital evidence stored across physical drives, various cloud vendors, and on-premises systems, creating inefficiencies, security vulnerabilities, and fragmented workflows. Projections indicate that over the next ten years, digital evidence storage needs will increase to approximately 17 petabytes, with an annual growth rate of around 15%.

As of June 2025, departments using the previously approved Attorney Advanced Bundle program and evidence.com have accumulated 751.37 terabytes of evidence. After data consolidation into Axon Justice, total storage is expected to exceed one petabyte. The county is currently storing digital evidence at roughly twice the volume and rate of the City of Atlanta, which at that time maintained about 2.5 petabytes of storage.

In accordance with Fulton County Purchasing Code Section 102-386 regarding intellectual property, this item is considered the use of the intellectual property and the anticipated annual cost for software as a service, maintenance & support, service agreement and/or licensing fees in order to maintain the use of the intellectual property will be added to the Annual Hardware and Software Maintenance and Support List (AML) for subsequent years subject to budget approval.

**Scope of Work:** The primary scope of work is the delivery of training for all beneficiaries, system implementation, and delivery of software and storage as a service with corresponding service-level expectations as provided to Axon customers.

**Community Impact:** Those involved in the legal systems can anticipate more efficient processes that will escalate cases more.

**Department Recommendation:** The department recommends this approval

**Project Implications:** There are no project implications

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

**Department Issues/Concerns:** There are no departmental issues/ concerns

## Contract Modification: This is a new request.

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

NA

**Agenda Item No.:** 25-0874 **Meeting Date:** 12/3/2025

## Exhibits Attached

Exhibit 1: Sourcewell Contract 070720-AXN
Exhibit 2: Justice Proposal
Exhibit 3: Proposal
Exhibit 4: Performance Evaluation
Exhibit 5: Justification Form

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

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

## Contract Attached

Yes

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $0.00 |
| Previous Adjustments: | $0.00 |
| This Request: | $1,310,000.00 |
| TOTAL: | $1,310,000.00 |

## Fiscal Impact / Funding Source

### Funding Line 1:

100-220-2201-1113; General Fund, Information Technology, Software

| Key Contract Terms | |
|---|---|
| **Start Date:** 11/1/2025 | **End Date:** 11/1/2035 |
| **Cost Adjustment**: | **Renewal/Extension Terms**: N/ |

## Overall Contractor Performance Rating: 88

**Would you select/recommend this vendor again?**
Yes

**Agenda Item No.:** 25-0874 **Meeting Date:** 12/3/2025

**Report Period Start:**
**5/1/2025**

**Report Period End:**
**8/31/2025**

# AXON JUSTICE

Prepared By: Derek Harris
Email: dharris@axon.com
Phone: 435-770-5665
17800 North 85th Street
Scottsdale, AZ 85255

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# EXECUTIVE SUMMARY



Axon continues to push the boundaries of innovation, delivering solutions that transform how digital evidence is managed and utilized. As part of this commitment, we are excited to introduce Axon Justice—a premier upgrade designed to help legal professionals more efficiently handle the ever-growing volume of digital evidence.

In response to the increasing demands on government attorneys, Axon Justice incorporates new features that streamline workflows, reduce case review times, and drive significant cost savings. These enhancements directly address the challenges of evidence management, ensuring that prosecutors, defense attorneys, and courts can work more effectively with large and complex datasets.

## FULTON COUNTY TRANSITION FROM ATTORNEY ADVANCED BUNDLE TO AXON JUSTICE

Over the past four years, Fulton County has utilized Axon's Attorney Advanced Bundle (AAB) to provide its Justice Agencies (District Attorney, Solicitor General, and Public Defender) with foundational tools for managing digital evidence. That program has expired.

As part of Axon's ongoing innovation in digital evidence management, Fulton County will transition to Axon Justice, which delivers a modern, purpose-based experience designed specifically for prosecutors, defense attorneys, and courts. This upgrade introduces powerful new capabilities while maintaining continuity for current users and data.

The following new features are included in Axon Justice

### / WHAT'S STAYING THE SAME

- Data continuity: All existing evidence, storage, and accounts remain in place. No data migration is required.
- User continuity: Current logins and administrator tools remain intact. Many familiar admin screens will not change.
- Core functionality: Unlimited storage and evidence management for DA, SG, and PD continues under the new program.
- Use of Sourcewell Contracting: #101223-AXN

### / WHAT'S NEW WITH AXON JUSTICE

#### AI & AUTOMATION

- BriefOne AI Summaries: Automatically generates case-specific evidence summaries to reduce review time.
- Automated Translation: Instantly translates multilingual evidence to accelerate case prep.
- AI Auto-Redaction: Continue with expanded AI functionality to speed sensitive data handling.

## / CASE-BASED WORKFLOWS

- Purpose-Built User Experience: Attorneys, defense, and courts now operate in a case-based system tailored to their role.
- Advanced Case Organization: Windows-style folders and improved search (Case Search 2.0) make finding and managing evidence faster.

## / EVIDENCE INGESTION & SHARING

- Universal Upload Portals: Law enforcement agencies—regardless of vendor or body-cam system—can securely upload digital evidence directly into prosecutor cases.
- Ad-Hoc Uploads: Prosecutors, defense, and courts can invite uploads from civilians, businesses, or law enforcement on a case-by-case basis.
- Discovery & Disclosure: Purpose-based tools streamline disclosure to defense, including cloud-to-cloud sharing with bar members, eliminating paper, flash drives, or physical media.
- Public Defender Integration: PDs can establish disclosure portals with prosecutors at no added cost to law enforcement or defense members.

## / NEW SPECIALIZED TOOLS

- Cell Phone Extraction Viewer: Intuitive review of mobile device data such as texts, call logs, and app data.
- Policy Chat: AI-assisted tool that answers staff policy questions by referencing agency documents.

## / VALUE TO FULTON COUNTY

- A case-centric, purpose-built platform designed for prosecutors, defense, and courts.
- Faster, AI-powered evidence review that reduces workload and costs.
- Broader connectivity with law enforcement, defense, and bar members through secure cloud-based portals.
- Future-proof innovation while keeping existing systems, data, and workflows stable.
- Centralized digital evidence management by **eliminating four legacy data sources** and consolidating all evidence into one unified system. This enables offices to leverage the full power of Axon Justice features across all case files.
- End-to-end digital disclosure: Fulton County can now move away from local storage, hard drives, and thumb drives—which often fail to preserve metadata or degrade over time—and instead share evidence cloud-to-cloud between prosecutors, defense, and courts.

- Court integration: With Fulton Courts and Medical Examier on the same platform, each entity (law enforcement, prosecution, defense, court) has access to an audit-trailed, forensic copy of case evidence, ensuring chain of custody is preserved from ingestion through trial.

CAPTURE TRUTH

ACCELERATE JUSTICE

# PROTECT LIFE

AXON

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

**Q-660406-45918DH**

Issued: 09/18/2025

Quote Expiration:

Estimated Contract Start Date: 11/01/2025

Account Number: 483788

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

| SHIP TO | BILL TO |
|---|---|
| Main Office<br>141 Pryor St SW Ste 9049<br>Atlanta,<br>GA<br>30303-3464<br>USA | Fulton County (GA) Department of Information Technology<br>141 Pryor St SW Ste 9049<br>Atlanta<br>GA<br>30303-3464<br>USA<br>Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|---|
| Derek Harris<br>Phone:<br>Email: dharris@axon.com<br>Fax: | Matthew Maierhofer<br>Phone: (404) 6134493<br>Email: matthew.maierhofer@fultoncountyga.gov<br>Fax: |

## Quote Summary

| | |
|---|---|
| Program Length | 122 Months |
| **TOTAL COST** | $19,712,730.67 |
| **ESTIMATED TOTAL W/ TAX** | $19,712,730.67 |

## Discount Summary

| | |
|---|---|
| Average Savings Per Year | $1,130,901.05 |
| **TOTAL SAVINGS** | $11,497,494.03 |

## Payment Summary

| Date | Subtotal | Tax | Total |
|---|---|---|---|
| Nov 2025 | $650,000.00 | $0.00 | $650,000.00 |
| Mar 2026 | $1,310,000.00 | $0.00 | $1,310,000.00 |
| Mar 2027 | $1,972,525.63 | $0.00 | $1,972,525.63 |
| Mar 2028 | $1,972,525.63 | $0.00 | $1,972,525.63 |
| Mar 2029 | $1,972,525.63 | $0.00 | $1,972,525.63 |
| Mar 2030 | $1,972,525.63 | $0.00 | $1,972,525.63 |
| Mar 2031 | $1,972,525.63 | $0.00 | $1,972,525.63 |
| Mar 2032 | $1,972,525.63 | $0.00 | $1,972,525.63 |
| Mar 2033 | $1,972,525.63 | $0.00 | $1,972,525.63 |
| Mar 2034 | $1,972,525.63 | $0.00 | $1,972,525.63 |
| Mar 2035 | $1,972,525.63 | $0.00 | $1,972,525.63 |
| **Total** | **$19,712,730.67** | **$0.00** | **$19,712,730.67** |

| | |
|---|---|
| **Quote Unbundled Price:** | **$31,208,807.30** |
| **Quote List Price:** | **$19,772,893.30** |
| **Quote Subtotal:** | **$19,712,730.67** |

## Pricing

***All deliverables are detailed in Delivery Schedules section lower in proposal***

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|---|---|---|
| **Program** | | | | | | | | | |
| S00019 | BUNDLE - JUSTICE PREMIER PLUS \| Public Defender | 160 | 122 | $284.81 | $178.89 | $178.89 | $3,491,932.80 | $0.00 | $3,491,932.80 |
| S00019 | BUNDLE - JUSTICE PREMIER PLUS \| State Court | 55 | 122 | $284.77 | $178.89 | $178.89 | $1,200,351.90 | $0.00 | $1,200,351.90 |
| S00019 | BUNDLE - JUSTICE PREMIER PLUS \| Superior Court | 100 | 122 | $284.81 | $178.89 | $178.89 | $2,182,458.00 | $0.00 | $2,182,458.00 |
| S00019 | BUNDLE - JUSTICE PREMIER PLUS \| Medical Examiner | 30 | 122 | $284.81 | $178.89 | $178.89 | $654,737.40 | $0.00 | $654,737.40 |
| S00019 | BUNDLE - JUSTICE PREMIER PLUS \| District Attorney | 390 | 122 | $284.81 | $178.89 | $179.06 | $8,519,674.80 | $0.00 | $8,519,674.80 |
| S00019 | BUNDLE - JUSTICE PREMIER PLUS \| Solicitor | 150 | 122 | $284.81 | $178.89 | $178.89 | $3,273,687.00 | $0.00 | $3,273,687.00 |
| **A la Carte Services** | | | | | | | | | |
| 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | | | $849.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | | | $849.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | | | $849.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | | | $849.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | | | $849.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | | | $849.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | | | $849.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | | | $849.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | | | $849.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 100491 | AXON JUSTICE - Training - STANDARD TRAINING | 1 | | | $15,000.00 | $15,000.00 | $15,000.00 | $0.00 | $15,000.00 |
| 100491 | AXON JUSTICE - Training - STANDARD TRAINING | 1 | | | $15,000.00 | $15,000.00 | $15,000.00 | $0.00 | $15,000.00 |
| 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | | | $30,000.00 | $30,000.00 | $30,000.00 | $0.00 | $30,000.00 |
| 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | | | $30,000.00 | $30,000.00 | $30,000.00 | $0.00 | $30,000.00 |
| 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | | | $30,000.00 | $30,000.00 | $30,000.00 | $0.00 | $30,000.00 |
| 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | | | $30,000.00 | $30,000.00 | $30,000.00 | $0.00 | $30,000.00 |
| 101347 | AXON JUSTICE - Training - ONSITE SUPPORT | 2 | | | $20,000.00 | $20,000.00 | $40,000.00 | $0.00 | $40,000.00 |
| 101161 | AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER | 1 | 36 | | $6,505.00 | $5,552.47 | $199,888.77 | $0.00 | $199,888.77 |
| **Total** | | | | | | | **$19,712,730.67** | **$0.00** | **$19,712,730.67** |

## Delivery Schedule

### Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| BUNDLE - JUSTICE PREMIER PLUS | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 55 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 390 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 100 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 30 | 11/01/2025 | 12/31/2035 |

**Software**

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| BUNDLE - JUSTICE PREMIER PLUS | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 150 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 160 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 100789 | AXON INVESTIGATE - UPGRADE TO PRO ACCESS | 160 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 100789 | AXON INVESTIGATE - UPGRADE TO PRO ACCESS | 390 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 100789 | AXON INVESTIGATE - UPGRADE TO PRO ACCESS | 55 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 100789 | AXON INVESTIGATE - UPGRADE TO PRO ACCESS | 30 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 100789 | AXON INVESTIGATE - UPGRADE TO PRO ACCESS | 150 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 100789 | AXON INVESTIGATE - UPGRADE TO PRO ACCESS | 100 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 101866 | AXON BRIEF ONE FOR JUSTICE | 100 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 101866 | AXON BRIEF ONE FOR JUSTICE | 150 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 101866 | AXON BRIEF ONE FOR JUSTICE | 160 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 101866 | AXON BRIEF ONE FOR JUSTICE | 55 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 101866 | AXON BRIEF ONE FOR JUSTICE | 30 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 101866 | AXON BRIEF ONE FOR JUSTICE | 390 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 100 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 160 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 30 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 390 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 55 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 150 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73618 | AXON COMMUNITY REQUEST | 390 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73618 | AXON COMMUNITY REQUEST | 100 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73618 | AXON COMMUNITY REQUEST | 150 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73618 | AXON COMMUNITY REQUEST | 160 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73618 | AXON COMMUNITY REQUEST | 30 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73618 | AXON COMMUNITY REQUEST | 55 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 160 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 150 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 30 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 55 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 390 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 100 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73838 | AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR | 55 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73838 | AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR | 150 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73838 | AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR | 160 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73838 | AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR | 390 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73838 | AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR | 100 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 73838 | AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR | 30 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 85762 | AXON AUTO-TRANSCRIBE - JUSTICE ACCESS | 100 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 85762 | AXON AUTO-TRANSCRIBE - JUSTICE ACCESS | 55 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 85762 | AXON AUTO-TRANSCRIBE - JUSTICE ACCESS | 160 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 85762 | AXON AUTO-TRANSCRIBE - JUSTICE ACCESS | 30 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 85762 | AXON AUTO-TRANSCRIBE - JUSTICE ACCESS | 150 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 85762 | AXON AUTO-TRANSCRIBE - JUSTICE ACCESS | 390 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 85767 | AXON EVIDENCE - DISCOVERY MODULE ACCESS | 390 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 85767 | AXON EVIDENCE - DISCOVERY MODULE ACCESS | 150 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 85767 | AXON EVIDENCE - DISCOVERY MODULE ACCESS | 100 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 85767 | AXON EVIDENCE - DISCOVERY MODULE ACCESS | 30 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 85767 | AXON EVIDENCE - DISCOVERY MODULE ACCESS | 160 | 11/01/2025 | 12/31/2035 |
| BUNDLE - JUSTICE PREMIER PLUS | 85767 | AXON EVIDENCE - DISCOVERY MODULE ACCESS | 55 | 11/01/2025 | 12/31/2035 |

**Services**

| Bundle | Item | Description | QTY |
|---|---|---|---|
| BUNDLE - JUSTICE PREMIER PLUS | 101184 | AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER | 10 |
| BUNDLE - JUSTICE PREMIER PLUS | 101184 | AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER | 3 |
| BUNDLE - JUSTICE PREMIER PLUS | 101184 | AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER | 26 |
| BUNDLE - JUSTICE PREMIER PLUS | 101184 | AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER | 6 |
| BUNDLE - JUSTICE PREMIER PLUS | 101184 | AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER | 10 |
| BUNDLE - JUSTICE PREMIER PLUS | 101184 | AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER | 2 |
| BUNDLE - JUSTICE PREMIER PLUS | 11642 | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT | 55 |
| BUNDLE - JUSTICE PREMIER PLUS | 11642 | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT | 150 |
| BUNDLE - JUSTICE PREMIER PLUS | 11642 | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT | 160 |
| BUNDLE - JUSTICE PREMIER PLUS | 11642 | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT | 390 |
| BUNDLE - JUSTICE PREMIER PLUS | 11642 | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT | 100 |
| BUNDLE - JUSTICE PREMIER PLUS | 11642 | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT | 30 |
| A la Carte | 100491 | AXON JUSTICE - Training - STANDARD TRAINING | 1 |
| A la Carte | 100491 | AXON JUSTICE - Training - STANDARD TRAINING | 1 |
| A la Carte | 101161 | AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER | 1 |
| A la Carte | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 |
| A la Carte | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 |
| A la Carte | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 |
| A la Carte | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 |
| A la Carte | 101347 | AXON JUSTICE - Training - ONSITE SUPPORT | 2 |
| A la Carte | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 |
| A la Carte | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 |
| A la Carte | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 |
| A la Carte | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 |
| A la Carte | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 |
| A la Carte | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 |
| A la Carte | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 |
| A la Carte | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 |
| A la Carte | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 |
| A la Carte | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 |

## Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|---|---|---|---|---|---|
| 1 | 141 Pryor St SW Ste 9049 | Atlanta | GA | 30303-3464 | USA |

## Payment Details

**Nov 2025**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 1A | S00019 | BUNDLE - JUSTICE PREMIER PLUS \| Superior Court | 100 | $73,415.63 | $0.00 | $73,415.63 |
| Annual Payment 1A | S00019 | BUNDLE - JUSTICE PREMIER PLUS \| State Court | 55 | $40,378.61 | $0.00 | $40,378.61 |
| Annual Payment 1A | S00019 | BUNDLE - JUSTICE PREMIER PLUS \| Public Defender | 150 | $110,123.41 | $0.00 | $110,123.41 |
| Annual Payment 1A | S00019 | BUNDLE - JUSTICE PREMIER PLUS \| Solicitor | 160 | $117,464.99 | $0.00 | $117,464.99 |
| Annual Payment 1A | S00019 | BUNDLE - JUSTICE PREMIER PLUS \| District Attorney | 390 | $286,592.70 | $0.00 | $286,592.70 |
| Annual Payment 1A | S00019 | BUNDLE - JUSTICE PREMIER PLUS \| Medical Examiner | 30 | $22,024.66 | $0.00 | $22,024.66 |
| Invoice Upon Fulfillment | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | $0.00 | $0.00 | $0.00 |
| Invoice Upon Fulfillment | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | $0.00 | $0.00 | $0.00 |
| Invoice Upon Fulfillment | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | $0.00 | $0.00 | $0.00 |
| Invoice Upon Fulfillment | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | $0.00 | $0.00 | $0.00 |
| Invoice Upon Fulfillment | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | $0.00 | $0.00 | $0.00 |
| Invoice Upon Fulfillment | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | $0.00 | $0.00 | $0.00 |
| Invoice Upon Fulfillment | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | $0.00 | $0.00 | $0.00 |
| Invoice Upon Fulfillment | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | $0.00 | $0.00 | $0.00 |
| Invoice Upon Fulfillment | 99901 | AXON ACCELERATE CONFERENCE REGISTRATION | 4 | $0.00 | $0.00 | $0.00 |
| **Total** | | | | **$650,000.00** | **$0.00** | **$650,000.00** |

**Mar 2026**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 1B | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 30 | $44,388.19 | $0.00 | $44,388.19 |
| Annual Payment 1B | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 390 | $577,594.85 | $0.00 | $577,594.85 |
| Annual Payment 1B | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 150 | $221,940.96 | $0.00 | $221,940.96 |
| Annual Payment 1B | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 55 | $81,378.35 | $0.00 | $81,378.35 |
| Annual Payment 1B | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 100 | $147,960.63 | $0.00 | $147,960.63 |
| Annual Payment 1B | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 160 | $236,737.02 | $0.00 | $236,737.02 |
| **Total** | | | | **$1,310,000.00** | **$0.00** | **$1,310,000.00** |

**Mar 2027**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 2 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 160 | $335,840.55 | $0.00 | $335,840.55 |
| Annual Payment 2 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 150 | $314,850.51 | $0.00 | $314,850.51 |
| Annual Payment 2 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 390 | $819,389.36 | $0.00 | $819,389.36 |
| Annual Payment 2 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 30 | $62,970.10 | $0.00 | $62,970.10 |
| Annual Payment 2 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 100 | $209,900.34 | $0.00 | $209,900.34 |
| Annual Payment 2 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 55 | $115,445.18 | $0.00 | $115,445.18 |
| District Attorney Training Year 1 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| District Attorney Training Year 1 | 101347 | AXON JUSTICE - Training - ONSITE SUPPORT | 2 | $10,000.00 | $0.00 | $10,000.00 |
| Medical Examiner Training Year 1 | 100491 | AXON JUSTICE - Training - STANDARD TRAINING | 1 | $3,750.00 | $0.00 | $3,750.00 |

## Mar 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Public Defender Training Year 1 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| Solicitor General Training Year 1 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| State Court Training Year 1 | 100491 | AXON JUSTICE - Training - STANDARD TRAINING | 1 | $3,750.00 | $0.00 | $3,750.00 |
| Superior Court Training Year 1 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| TAM Year 1 | 101161 | AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER | 1 | $66,629.59 | $0.00 | $66,629.59 |
| **Total** | | | | **$1,972,525.63** | **$0.00** | **$1,972,525.63** |

## Mar 2028

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 3 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 100 | $209,900.34 | $0.00 | $209,900.34 |
| Annual Payment 3 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 160 | $335,840.54 | $0.00 | $335,840.54 |
| Annual Payment 3 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 55 | $115,445.18 | $0.00 | $115,445.18 |
| Annual Payment 3 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 30 | $62,970.11 | $0.00 | $62,970.11 |
| Annual Payment 3 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 390 | $819,389.36 | $0.00 | $819,389.36 |
| Annual Payment 3 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 150 | $314,850.51 | $0.00 | $314,850.51 |
| District Attorney Training Year 2 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| District Attorney Training Year 2 | 101347 | AXON JUSTICE - Training - ONSITE SUPPORT | 2 | $10,000.00 | $0.00 | $10,000.00 |
| Medical Examiner Training Year 2 | 100491 | AXON JUSTICE - Training - STANDARD TRAINING | 1 | $3,750.00 | $0.00 | $3,750.00 |
| Public Defender Training Year 2 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| Solicitor General Training Year 2 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| State Court Training Year 2 | 100491 | AXON JUSTICE - Training - STANDARD TRAINING | 1 | $3,750.00 | $0.00 | $3,750.00 |
| Superior Court Training Year 2 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| TAM Year 2 | 101161 | AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER | 1 | $66,629.59 | $0.00 | $66,629.59 |
| **Total** | | | | **$1,972,525.63** | **$0.00** | **$1,972,525.63** |

## Mar 2029

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 4 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 390 | $819,389.36 | $0.00 | $819,389.36 |
| Annual Payment 4 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 160 | $335,840.54 | $0.00 | $335,840.54 |
| Annual Payment 4 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 30 | $62,970.10 | $0.00 | $62,970.10 |
| Annual Payment 4 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 100 | $209,900.34 | $0.00 | $209,900.34 |
| Annual Payment 4 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 150 | $314,850.51 | $0.00 | $314,850.51 |
| Annual Payment 4 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 55 | $115,445.19 | $0.00 | $115,445.19 |
| District Attorney Training Year 3 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| District Attorney Training Year 3 | 101347 | AXON JUSTICE - Training - ONSITE SUPPORT | 2 | $10,000.00 | $0.00 | $10,000.00 |
| Medical Examiner Training Year 3 | 100491 | AXON JUSTICE - Training - STANDARD TRAINING | 1 | $3,750.00 | $0.00 | $3,750.00 |
| Public Defender Training Year 3 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| Solicitor General Training Year 3 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| State Court Training Year 3 | 100491 | AXON JUSTICE - Training - STANDARD TRAINING | 1 | $3,750.00 | $0.00 | $3,750.00 |
| Superior Court Training Year 3 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| TAM Year 3 | 101161 | AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER | 1 | $66,629.59 | $0.00 | $66,629.59 |
| **Total** | | | | **$1,972,525.63** | **$0.00** | **$1,972,525.63** |

## Mar 2030

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 5 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 390 | $848,767.10 | $0.00 | $848,767.10 |
| Annual Payment 5 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 55 | $119,584.28 | $0.00 | $119,584.28 |
| Annual Payment 5 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 150 | $326,138.95 | $0.00 | $326,138.95 |
| Annual Payment 5 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 100 | $217,425.97 | $0.00 | $217,425.97 |
| Annual Payment 5 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 30 | $65,227.79 | $0.00 | $65,227.79 |

**Mar 2030**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 5 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 160 | $347,881.54 | $0.00 | $347,881.54 |
| District Attorney Training Year 4 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| District Attorney Training Year 4 | 101347 | AXON JUSTICE - Training - ONSITE SUPPORT | 2 | $10,000.00 | $0.00 | $10,000.00 |
| Medical Examiner Training Year 4 | 100491 | AXON JUSTICE - Training - STANDARD TRAINING | 1 | $3,750.00 | $0.00 | $3,750.00 |
| Public Defender Training Year 4 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| Solicitor General Training Year 4 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| State Court Training Year 4 | 100491 | AXON JUSTICE - Training - STANDARD TRAINING | 1 | $3,750.00 | $0.00 | $3,750.00 |
| Superior Court Training Year 4 | 101345 | AXON JUSTICE - Training - PREMIUM TRAINING | 1 | $7,500.00 | $0.00 | $7,500.00 |
| **Total** | | | | **$1,972,525.63** | **$0.00** | **$1,972,525.63** |

**Mar 2031**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 6 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 150 | $334,186.43 | $0.00 | $334,186.43 |
| Annual Payment 6 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 30 | $66,837.29 | $0.00 | $66,837.29 |
| Annual Payment 6 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 100 | $222,790.95 | $0.00 | $222,790.95 |
| Annual Payment 6 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 390 | $869,710.42 | $0.00 | $869,710.42 |
| Annual Payment 6 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 55 | $122,535.02 | $0.00 | $122,535.02 |
| Annual Payment 6 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 160 | $356,465.52 | $0.00 | $356,465.52 |
| **Total** | | | | **$1,972,525.63** | **$0.00** | **$1,972,525.63** |

**Mar 2032**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 7 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 150 | $334,186.43 | $0.00 | $334,186.43 |
| Annual Payment 7 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 30 | $66,837.29 | $0.00 | $66,837.29 |
| Annual Payment 7 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 160 | $356,465.52 | $0.00 | $356,465.52 |
| Annual Payment 7 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 390 | $869,710.42 | $0.00 | $869,710.42 |
| Annual Payment 7 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 55 | $122,535.02 | $0.00 | $122,535.02 |
| Annual Payment 7 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 100 | $222,790.95 | $0.00 | $222,790.95 |
| **Total** | | | | **$1,972,525.63** | **$0.00** | **$1,972,525.63** |

**Mar 2033**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 8 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 160 | $356,465.53 | $0.00 | $356,465.53 |
| Annual Payment 8 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 100 | $222,790.95 | $0.00 | $222,790.95 |
| Annual Payment 8 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 30 | $66,837.29 | $0.00 | $66,837.29 |
| Annual Payment 8 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 150 | $334,186.43 | $0.00 | $334,186.43 |
| Annual Payment 8 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 55 | $122,535.03 | $0.00 | $122,535.03 |
| Annual Payment 8 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 390 | $869,710.40 | $0.00 | $869,710.40 |
| **Total** | | | | **$1,972,525.63** | **$0.00** | **$1,972,525.63** |

**Mar 2034**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Annual Payment 9 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 30 | $66,837.29 | $0.00 | $66,837.29 |
| Annual Payment 9 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 150 | $334,186.43 | $0.00 | $334,186.43 |
| Annual Payment 9 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 55 | $122,535.02 | $0.00 | $122,535.02 |
| Annual Payment 9 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 390 | $869,710.42 | $0.00 | $869,710.42 |
| Annual Payment 9 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 100 | $222,790.95 | $0.00 | $222,790.95 |
| Annual Payment 9 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 160 | $356,465.52 | $0.00 | $356,465.52 |
| **Total** | | | | **$1,972,525.63** | **$0.00** | **$1,972,525.63** |

| Mar 2035 | | | | | | |
|---|---|---|---|---|---|---|
| **Invoice Plan** | **Item** | **Description** | **Qty** | **Subtotal** | **Tax** | **Total** |
| Annual Payment 10 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 160 | $356,465.53 | $0.00 | $356,465.53 |
| Annual Payment 10 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 100 | $222,790.95 | $0.00 | $222,790.95 |
| Annual Payment 10 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 390 | $869,710.41 | $0.00 | $869,710.41 |
| Annual Payment 10 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 30 | $66,837.29 | $0.00 | $66,837.29 |
| Annual Payment 10 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 150 | $334,186.43 | $0.00 | $334,186.43 |
| Annual Payment 10 | S00019 | BUNDLE - JUSTICE PREMIER PLUS | 55 | $122,535.02 | $0.00 | $122,535.02 |
| **Total** | | | | **$1,972,525.63** | **$0.00** | **$1,972,525.63** |

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions:

Agency has existing contract(s) originated via Quote(s):

Q-325232

Q-365109

These contracts expire effective 10/31/2025. Agency is renewing this contract effective 11/1/2025 with the products outlined in this quote.

Both quotes, Q-660406-45918DH and Q-667924-45918DH must be executed and are contingent upon each other. Acceptance of either quote requires acceptance of the other, and any changes to one will affect the other. Neither quote is valid unless both are executed.

Signature

Date Signed

9/18/2025



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

**Q-667924-45918DH**

Issued: 09/18/2025

Quote Expiration: 08/20/2025

Estimated Contract Start Date: 11/01/2025

Account Number: 483788

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

| SHIP TO | BILL TO |
|---|---|
| Main Office<br>141 Pryor St SW Ste 9049<br>Atlanta,<br>GA<br>30303-3464<br>USA | Fulton County (GA) Department of Information Technology<br>141 Pryor St SW Ste 9049<br>Atlanta<br>GA<br>30303-3464<br>USA<br>Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|---|
| Derek Harris<br>Phone:<br>Email: dharris@axon.com<br>Fax: | Matthew Maierhofer<br>Phone: (404) 6134493<br>Email: matthew.maierhofer@fultoncountyga.gov<br>Fax: |

## Quote Summary

| | |
|---|---|
| Program Length | 122 Months |
| **TOTAL COST** | $200,000.00 |
| **ESTIMATED TOTAL W/ TAX** | $200,000.00 |

## Discount Summary

| | |
|---|---|
| Average Savings Per Year | $0.00 |
| **TOTAL SAVINGS** | $0.00 |

## Payment Summary

| Date | Subtotal | Tax | Total |
|---|---|---|---|
| Nov 2025 | $200,000.00 | $0.00 | $200,000.00 |
| **Total** | **$200,000.00** | **$0.00** | **$200,000.00** |

| | |
|---|---|
| **Quote Unbundled Price:** | **$200,000.00** |
| **Quote List Price:** | **$200,000.00** |
| **Quote Subtotal:** | **$200,000.00** |

## Pricing

***All deliverables are detailed in Delivery Schedules section lower in proposal***

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|---|---|---|
| **A la Carte Services** | | | | | | | | | |
| 101192 | AXON JUSTICE - LEGACY MIGRATION | 4 | | | $50,000.00 | $50,000.00 | $200,000.00 | $0.00 | $200,000.00 |
| **Total** | | | | | | | **$200,000.00** | **$0.00** | **$200,000.00** |

## Delivery Schedule

### Services

| Bundle | Item | Description | QTY |
|---|---|---|---|
| A la Carte | 101192 | AXON JUSTICE - LEGACY MIGRATION | 4 |

## Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|---|---|---|---|---|---|
| 1 | 141 Pryor St SW Ste 9049 | Atlanta | GA | 30303-3464 | USA |

## Payment Details

| Nov 2025 | | | | | | |
|---|---|---|---|---|---|---|
| **Invoice Plan** | **Item** | **Description** | **Qty** | **Subtotal** | **Tax** | **Total** |
| Upfront Payment | 101192 | AXON JUSTICE - LEGACY MIGRATION | 4 | $200,000.00 | $0.00 | $200,000.00 |
| **Total** | | | | **$200,000.00** | **$0.00** | **$200,000.00** |

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions:

Both quotes, Q-660406-45918DH and Q-667924-45918DH must be executed and are contingent upon each other. Acceptance of either quote requires acceptance of the other, and any changes to one will affect the other. Neither quote is valid unless both are executed.

Signature

Date Signed

9/18/2025



# Performance Evaluation Details

| | |
|---|---|
| **ID** | E1 |
| **Project** | Digital Evidence Management System |
| **Project Number** | 101223-AXN |
| **Supplier** | Axon Enterprise, Inc. |
| **Supplier Project Contact** | Axon Proposals (preferred language: English) |
| **Performance Program** | Professional Services |
| **Evaluation Period** | 05/01/2025 to 08/31/2025 |
| **Effective Date** | 09/26/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | Not Specified |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 09/26/2025 08:27 AM EDT |
| **Completion Date** | 09/26/2025 08:27 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** AXON has satisfactorily provided Project management services to Fulton County in the implementation, adoption and use of evidence.com.

**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** AXON has ensured that all environments are available to share evidence with internal and external justice agencies in the expected timeframe. Fulton County Justice Agencies also have access to additional test instances that ensure that they can standardize processes before implementing them in the test environment.

**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** The AXON platform is easy to use and effective in quick case evidence sharing. Additional products have been added to increase the efficiency of evidence uploads.

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

Rating

**Outstanding:** Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

**Comments** AXON representatives are easy to work with and are dedicated to the overall satisfaction of the IT department and its customers. They have conducted training sessions for various departments and established relations with end-users that help with user adoption of using the product.

**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** AXON has always been responsive to concerns regarding contract terms and language. They timely respond to requests for revisions.

**GENERAL COMMENTS**

**Comments** AXON digital evidence management system has been a major asset to Fulton County by providing a platform for evidence management for multiple criminal justice agencies. This platform allows Fulton County Agencies to seamlessly share information with each other if needed as well as sharing and retrieving information from the municipalities that the prosecutors and public defenders serve. The system has cutting edge features that allows for various types of video and file formats to be retrieved and managed as needed.

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Sourcewell

**Solicitation Number: 101223**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (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 Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories 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.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. 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.

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## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. 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 will perform in accordance with the manufacturer's specifications. 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 price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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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, in accordance with Supplier's warranty process. 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 in accordance with Supplier's warranty process.

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.

## 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:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract. For avoidance of doubt, if a Participating Entity order extends beyond the Contract's expiration or cancellation, in addition to the survival terms set forth in Section 1.B of this Contract, Supplier's Master Services and Purchasing Agreement (MSPA) shall also apply, governing the order until all obligations of both the Participating Entity and Supplier are fulfilled.

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. The Supplier's Master Services and Purchasing Agreement (MSPA) attached hereto as Exhibit A is hereby added and incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier 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.

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.

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## 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;
- 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

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this 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.

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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

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. 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.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products 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

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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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**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

| Sourcewell | Axon Enterprise, Inc. |
|---|---|
| DocuSigned by: Jeremy Schwartz C0FD2A139D06489... | DocuSigned by: 55DAEBB131A4424... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Robert Driscoll |
| Title: Chief Procurement Officer | Title: Vice President Legal, Associate General Counsel |
| Date: 2/6/2024 \| 12:43 PM CST | Date: 2/6/2024 \| 11:02 AM MST |

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Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)

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# Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

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**fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

**7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

**7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

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and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

| **AXON**: | **AGENCY**: |
|---|---|
| Choose an item. | _____ |
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

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## Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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## Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

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## Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

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| **System set up and configuration**<br>• Instructor-led setup of Axon View on smartphones (if applicable)<br>• Configure categories and custom roles based on Agency need<br>• Register cameras to Agency domain<br>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access<br>• One on-site session included |
| **Dock configuration**<br>• Work with Agency to decide the ideal location of Docks and set configurations on Dock<br>• Authenticate Dock with Axon Evidence using admin credentials from Agency<br>• On-site assistance, not to include physical mounting of docks |
| **Best practice implementation planning session**<br>• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies<br>• Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management<br>• Provide referrals of other agencies using the Axon camera devices and Axon Evidence<br>• Recommend rollout plan based on review of shift schedules |
| **System Admin and troubleshooting training sessions**<br>Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence |
| **Axon instructor training (Train the Trainer)**<br>Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations |
| **Evidence sharing training**<br>Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies |
| **End user go-live training and support sessions**<br>• Assistance with device set up and configuration<br>• Training on device use, Axon Evidence, and Evidence Sync |
| **Implementation document packet**<br>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide |
| **Post go-live review** |

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

| |
|---|
| **System set up and configuration (Remote Support)**<br>• Instructor-led setup of Axon View on smartphones (if applicable)<br>• Configure categories & custom roles based on Agency need<br>• Troubleshoot IT issues with Axon Evidence and Dock access |

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| |
|---|
| **Dock configuration**<br>• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock<br>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency<br>• Does not include physical mounting of docks |
| **Axon instructor training (Train the Trainer)**<br>Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations |
| **End user go-live training and support sessions**<br>• Assistance with device set up and configuration<br>• Training on device use, Axon Evidence, and Evidence Sync |
| **Implementation document packet**<br>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide |

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

| |
|---|
| **System set up and configuration**<br>• Configure Axon Evidence categories & custom roles based on Agency need.<br>• Troubleshoot IT issues with Axon Evidence.<br>• Register users and assign roles in Axon Evidence.<br>• **For the CEW Full Service Package**: On-site assistance included<br>• **For the CEW Starter Package**: Virtual assistance included |
| **Dedicated Project Manager**<br>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout |
| **Best practice implementation planning session to include:**<br>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies<br>• Discuss the importance of entering metadata and best practices for digital data management<br>• Provide referrals to other agencies using TASER CEWs and Axon Evidence<br>• **For the CEW Full Service Package:** On-site assistance included<br>• **For the CEW Starter Package:** Virtual assistance included |
| **System Admin and troubleshooting training sessions**<br>On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence |
| **Axon Evidence Instructor training**<br>• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.<br>• **For the CEW Full Service Package:** Training for up to 3 individuals at Agency<br>• **For the CEW Starter Package:** Training for up to 1 individual at Agency |
| **TASER CEW inspection and device assignment**<br>Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence. |
| **Post go-live review**<br>**For the CEW Full Service Package**: On-site assistance included.<br>**For the CEW Starter Package**: Virtual assistance included. |

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

| |
|---|
| **Archival of CEW Firing Logs**<br>Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models. |

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| **Return of Old Weapons** |
|---|
| Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.<br>Axon will provide Agency with a Certificate of Destruction |

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

| **System set up and configuration (Remote Support)** |
|---|
| • Instructor-led setup of Axon VR headset content<br>• Configure agency settings based on Agency need<br>• Troubleshoot IT issues with Axon VR headset |
| **Axon instructor training (Train the Trainer)** |
| Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations |
| **Classroom and practical training sessions** |
| Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices |

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

| **System set up and configuration (Remote Support)** |
|---|
| • Instructor-led setup of Axon Air App (ASDS)<br>• Configure agency settings based on Agency need<br>• Configure drone controller<br>• Troubleshoot IT issues with Axon Evidence |
| **Axon instructor training (Train the Trainer)** |
| Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations |
| **Classroom and practical training sessions** |
| Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices |

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

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13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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## Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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## TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth ($6^{th}$) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

| **Agency Size** | **Days to Return from Start Date of TASER 7 Subscription** |
|---|---|
| Less than 100 officers | 30 days |
| 100 to 499 officers | 90 days |
| 500+ officers | 180 days |

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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## TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

| Agency Size | Days to Return from Start Date of TASER 10 Subscription |
|---|---|
| Less than 100 officers | 60 days |
| 100 to 499 officers | 90 days |
| 500+ officers | 180 days |

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

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## Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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## Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

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6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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## Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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## Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

**1.** **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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## Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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## Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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## Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

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## Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

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5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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## Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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## Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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## VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope**. Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

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## Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   **2.1.** A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   **2.2.** Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   **2.3.** The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   **2.4.** The Full-Time TAM **Service options are listed below:**

| |
|---|
| **Ongoing System Set-up and Configuration**<br>Assisting with assigning cameras and registering docks<br>Maintaining **Agency's Axon Evidence account**<br>Connecting Agency to "Early Access" programs for new devices |
| **Account Maintenance**<br>Conducting on-site training on new features and **devices for Agency leadership team(s)**<br>Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**<br>Conducting weekly meetings to cover current issues and program status |
| **Data Analysis**<br>Providing on-demand Axon usage data to identify trends and insights for improving daily workflows<br>Comparing **Agency's Axon usage and trends to peers to establish best practices**<br>Proactively monitoring the health of Axon equipment and coordinating returns when needed |
| **Direct Support**<br>Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices<br>Proactively monitoring the health of **Axon equipment**<br>Creating and monitoring RMAs **on-site**<br>Providing Axon app support<br>Monitoring and testing new firmware and workflows before they are released to Agency's production environment |
| **Agency Advocacy**<br>Coordinating bi-**annual voice of customer meetings with Axon's Device Management team**<br>Recording and tracking Agency feature requests and major bugs |

3. **Regional TAM Scope of Services**

   **3.1.** A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   **3.2.** There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   **3.3.** The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   **3.4.** The Regional TAM service options are listed below:

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| |
|---|
| **Account Maintenance**<br>Conducting remote training on new features and **devices for Agency's leadership**<br>Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**<br>Conducting weekly conference calls to cover **current issues and program status**<br>Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices |
| **Direct Support**<br>**Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices**<br>Creating and monitoring RMAs remotely |
| **Data Analysis**<br>Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**<br>Comparing an **Agency's Axon usage and trends to peers to establish best practices**<br>Proactively monitoring the health of Axon equipment and coordinating returns when needed |
| **Agency Advocacy**<br>Coordinating bi-yearly Voice of **Agency meetings with Device Management team**<br>Recording and tracking Agency feature requests and major bugs |

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

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## Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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## My90 Terms of Use Appendix

**Definitions**.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

**22. My90 Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

# RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

### Vendor Details

| | |
|---|---|
| Company Name: | Axon Enterprise, Inc. |
| Does your company conduct business under any other name? If yes, please state: | AZ |
| Address: | 17800 N. 85th Street<br>Scottsdale, Arizona 85255 |
| Contact: | Sales Ops |
| Email: | contracts@axon.com |
| Phone: | 480-905-2000 |
| Fax: | 480-991-0791 |
| HST#: | 86-0741227 |

### Submission Details

| | |
|---|---|
| Created On: | Wednesday August 30, 2023 10:37:47 |
| Submitted On: | Wednesday October 11, 2023 15:09:59 |
| Submitted By: | Sales Ops |
| Email: | contracts@axon.com |
| Transaction #: | af6bb863-0ce1-46b3-8191-7a3da35d0e85 |
| Submitter's IP Address: | 69.207.124.95 |

## 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") | Axon Enterprise, Inc. | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities:<br>• Axon Enterprise Holding Company, LLC, organized in the United States<br>• Vievu, LLC, organized in the United States<br>• Dextro, Inc., organized in the United States<br>• Familiar Inc., organized in the United States<br>• Mediasolv Solutions Corporation, organized in the United States<br>• Axon Public Safety B.V., organized in the Netherlands<br>• TASER Holland B.V., organized in the Netherlands<br>• Axon Public Safety Canada, organized in Canada<br>• Axon Public Safety U.K. Limited, organized in the United Kingdom<br>• Axon Public Safety Australia Pty Ltd., organized in Australia<br>• Axon Public Safety Germany SE, organized in Germany<br>• Axon Public Safety Southeast Asia LLC, organized in Vietnam<br>• Axon Public Safety Finland Oy, organized in Finland<br>• Axon Public Safety India Private Limited, organized in India<br>• Axon Public Safety Hong Kong Limited, organized in Hong Kong<br>• Axon Enterprise Italia S.r.l., organized in Italy | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Axon Enterprise, Inc. is also referred to as Axon. | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | TBW7MGPYURM7 | * |
| 5 | Proposer Physical Address: | 17800 N. 85th St.<br>Scottsdale, AZ 85255-6311 | * |
| 6 | Proposer website address (or addresses): | http://www.axon.com | * |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Robert Driscoll<br>17800 N. 85th St.<br>Scottsdale, AZ 85255-6311<br>bobby@axon.com<br>1-408-502-6257 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Kenneth Maum<br>17800 N. 85th St.<br>Scottsdale, AZ 85255-6311<br>kmaum@axon.com<br>1-315-251-5882 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Ashley Forbrich<br>17800 N. 85th St.<br>Scottsdale, AZ 85255-6311<br>aforbrich@axon.com<br>1-301-356-5253 | |

### 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. | Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon.<br><br>Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing.<br><br>All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are:<br><br>BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing.<br><br>AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination.<br><br>WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity.<br><br>OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow.<br><br>JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision.<br><br>EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves ands the best company we can be, if we can't offer and be given critical feedback. * |
| 11 | What are your company's expectations in the event of an award? | If awarded a contract again, Axon will continue to actively include Sourcewell in our marketing efforts as an option to our customers. * |
| 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. | Axon is a public company and our latest annual report (2022) is attached.<br><br>Expected annual revenue for 2023 is approximately $1.5B USD.<br><br>Axon signs long-term contracts and a large portion of our revenue is from subscriptions, providing a very stable financial base.<br><br>Further information can be obtained at: https://investor.axon.com/. * |
| 13 | What is your US market share for the solutions that you are proposing? | Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment.<br><br>For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%. * |

| | | | |
|---|---|---|---|
| 14 | What is your Canadian market share for the solutions that you are proposing? | Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment.<br><br>Canada is not separately tracked, but generally mirrors the US.<br><br>For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | Axon has never petitioned for bankruptcy protection. | * |
| 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.<br>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?<br>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? | a) N/A<br>b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ and others work throughout the United States and globally.<br>Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products | * |

| | | | |
|---|---|---|---|
| 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. | AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence.<br>• CJIS Compliant<br>• ISO/IEC 27001:2013 Certified - Information Security Management Standards<br>• ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud<br>• CALEA Standard 17.5.4 Compliant<br>• SOC 2+ Report<br>• Cloud Security Alliance - CSA STAR Attestation (Level Two)<br>• Cloud Security Alliance - CSA STAR Self-Assessment (Level One)<br>• FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level.<br><br>Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation.<br><br>AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards.<br>• UL1642<br>• UL2054<br>• IEC 62133 AXON<br><br>FLEET<br>• The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947.<br>• Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States.<br>• Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant.<br>• Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006.<br>• The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054.<br>• Axon Fleet batteries are UL 1642 compliant.<br><br>QUALITY ACCREDIDATIONS MANUFACTURING<br>• ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards.<br>• ISO 14001 - Environmental<br>INFORMATION SECURITY<br>• ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application. | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Axon has not been suspended or disbarred in the past ten years. | * |

## Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
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| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | • Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon<br>• In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience.<br>• Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019.<br>• In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more. | * |
| 20 | What percentage of your sales are to the governmental sector in the past three years | 50% | * |
| 21 | What percentage of your sales are to the education sector in the past three years | 4% | * |
| 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? | • Sourcewell Contract #010720 AXN: $775M+<br>• Texas BuyBoard 603-20 (CEW only): $15M+<br>• City of Charlotte CCPA Contract 2022000665: $25M+<br>• League of Oregon Cities (fka NPP) Contract No. PS20270: $110M+<br>• New York State Police Contract No. PA01857: $595K+<br>• State of Arizona No. BPM002192/CTR049284-1: $10M+<br>• State of Delaware PA for LOC Contract No. GSS20808-TASERS: $90K+<br>• State of Kansas Contract No. 42523: $4M+<br>• State of Michigan Contract No. 071B4300067: $4M+<br>• State of Minnesota Contract 199111: $1M+<br>• State of New Jersey T0106/17-FLEET-00738: $95M+<br>• State of Oregon CEW Contract No. 8913: $400K+<br>• State of Pennsylvania Contract No. 4400019257: $18M+<br>• Washington State DES Contract No. 04220 for CEW: $960K+<br>Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years. | * |
| 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? | Axon does not hold any GSA contracts. | * |

## 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 * | |
|---|---|---|---|
| Burbank Police Department, California | Jason Miller | 1-818-238-5096 | * |
| Gilbert Police Department, Arizona | Noah Baker | 1-480-635-7326 | * |
| Avondale Police Department, Arizona | Lt. Mathew Hintz | 1-623-333-7302 | * |

### 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 * | |
|---|---|---|---|---|---|---|
| Fort Worth Police Department | Government | Texas - TX | Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms | Approximately $200K - $66M | Approximately $68M+ | * |
| Fort Bend County Sheriff's Office | Government | Texas - TX | 483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP | Approximately $50K – $17M | Approximately $22M+ | * |
| Manatee County Sheriff's Office | Government | Florida - FL | 550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited | Approximately $1M – $3M | Approximately $17M+ | * |
| Travis County Sheriff's Office | Government | Texas - TX | 287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room | Approximately $100K – $13M | Approximately $15M+ | * |
| Grand Prairie Police Department | Government | Texas - TX | OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users | Approximately $19K – $12M | Approximately $14M+ | * |

### 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 * | |
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| 26 | Sales force. | Axon directly employs approximately 250 employees in sales-related positions who are committed to selling and delivering service to Sourcewell entities across the US and Canada.<br><br>Our sales resources are spread throughout the US and Canada. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction.<br><br>Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed.<br><br>All sales representatives have access to the Sourcewell contract via our Salesforce system.<br><br>Our hiring process is designed to find the highest caliber employees to help us achieve our mission.<br><br>We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. Axon’s hiring process intends to identify candidates who can do this effectively. It’s our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement.<br><br>Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters or, as our workforce expands geographically, are invited to participate in multiple on-line interviews.<br><br>During this process, they meet approximately five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate’s potential fit as a representative of the company, on law enforcement’s behalf.<br><br>If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they’re going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon).<br><br>If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement.<br><br>The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come. | * |
| 27 | Dealer network or other distribution methods. | Axon does not sell the video solutions that are the subject of this RFP in the US or Canada through distributors. | * |

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| 28 | Service force. | Axon employes approximately 145 in customer support positions who are committed to providing Sourcewell entities with post-sales and post-deployment support.<br><br>Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices.<br><br>REPAIR (RMA) DEPARTMENT<br>The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge.<br>RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy.<br><br>CUSTOMER SUCCESS MANAGERS (CSM)<br>Throughout the length of their contract, some customers will have a dedicated, in country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Axon will process orders from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products.<br><br>The ordering is simple and primarily follows a process where the customer will contact an Axon sales resource. The sales resource will use pre-defined Sourcewell skus in Salesforce to request a quote from our internal quoting department. The department will create a quote using the pre-approved pricing and release the quote to the sales resource. The sales resource will either provide the quote directly, or will work with the Axon Proposal Team to deliver the offer. The entire process is tracked within Salesforce.<br><br>Quarterly, our internal Sourcewell resource runs reports from Salesforce and uses this data to prepare and submit quarterly reports to Sourcewell. | * |

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| 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. | Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com.<br><br>Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem.<br><br>Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity.<br><br>The following describes our levels of support available by tiers (based on the nature and criticality of the issue):<br>TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS<br>• Frequently asked questions (FAQs)<br>• Product navigation<br>• Feature clarification<br>• Standard queries<br>• Assistance with known solutions<br>TIER 2 TECHNICAL SUPPORT<br>• Advanced Product trouble shooting<br>• Advanced Axon Evidence Configuration<br>• Any Escalated issues from Tier 1 support<br>TIER 3 ENGINEERING SUPPORT<br>• Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day.<br><br>The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks.<br>Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month.<br><br>Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Axon is willing to provide all included products and services to Sourcewell participating entities in the United States. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Axon is willing to provide all included products and services to Sourcewell participating entities in Canada. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | There are no restricted areas in the United States or Canada for the proposed contract. | * |
| 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? | Axon will serve any participating sectors for the proposed contract. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract. | * |

## Table 7: Marketing Plan

| Line Item | Question | Response * | |
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| 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. | As a current Sourcewell contract holder, Axon already has programs in place to educate staff and perspective customers on the appropriate use of the contract mechanism.<br><br>Our sales team is our primary link to customers and our best path for marketing cooperative contract benefits to our customers. Our sales teams favor cooperative contracts because they simplify the sales process. We focus education internally on our sales and contract teams. All sales staff are trained on the availability and use of cooperative contracts. This is done through sales training and webinars, and the contracting process is built into our tools, such as Salesforce . We are also expanding our internal resource guides specifically with information on cooperative contracts. This tool provides sales teams with information on all our cooperative contracts, including availability dates, authorized users, price lists and relevant terms and conditions. The tool also includes the public links and information that can be provided to customers to improve their awareness and tie them directly to cooperative resources, such as Sourcewell.<br><br>Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative.<br><br>We have also run public webinars to educate potential customers on different buying options. Cooperative Contracts Webinar (axon.com).<br><br>We actively recruit staff, including legal staff, with knowledge of cooperative contracts. This is another way of expanding the visibility both internally and externally https://www.axon.com/job/5738892003. | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Axon uses a variety of technologies to enhance our marketing effectiveness. This includes visibility on various platforms such as LinkedIn, where we leverage both text and custom videos to inform customers of new products and to demonstrate thought leadership.<br><br>In addition, we maintain a detailed website where both current and prospective customers can access detailed information, including product sheets, training materials, event schedules, and detailed user documentation.<br><br>Our Salesforce database provides detailed information on customer buying habits, prospective opportunities, and actions taken. It is integrated with our purchasing processes to ensure a smooth connection between sales and ordering processes.<br><br>Axon provides on-line and in-person demonstrations of our products, attends trade shows, and has a travelling road show where people can get detailed information and hands-on access to our products. Some of these more traditional technologies are still the most effective ways to reach 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 can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative.<br><br>Because we already have a Sourcewell contract, the foundation for integration is already in place. Upon award of a new contract, we will announce it to our sales teams, and update SFDC to ensure that any new pricing or terms are available to the sales teams. We will also update any training as needed to reflect the new contract. | * |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Yes, Axon provides an ecommerce site that requires an authorized login and purchase eligibility to access. The ecommerce site acts as another 'ingestion point' for orders.<br><br>The platform is intended to make ordering faster, easier, and more efficient. The site customizes product visibility and includes contracted pricing for each agency.<br><br>We allow authorized customers to pay by credit card. With prior authorization by both an agency and Axon, we will also allow Purchase Orders/Invoices.<br><br>After the order is placed, it is processed as any other order would.<br><br>The e-procurement site is generally used for small add on products. Most government and education customers work directly with sales representatives for more complex projects. | * |

## Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
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| 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. | Training is a standard part of all Axon programs and is included in the base cost of the program.<br>Training Overview<br>Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training.<br>We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase.<br>Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below.<br>Training Materials<br>Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist.<br>Additional curriculum and support materials include, but are not limited to:<br>Job Aids<br>E-Learning Certification Programs<br>Video Training Demonstrations<br>Software Simulations<br>Enrollment for Virtual Classes<br>Recordings of Previous Classes and Demonstrations<br>Sample Lesson Plans<br>Key User Training (Train the Trainer)<br>End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified.<br>This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance.<br>System Administration Training<br>System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings.<br>Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR.<br>Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users.<br>Axon Evidence User Training<br>If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance.<br>Recommended Class Structure / Training Plan<br>Under this project, Axon will provide the following training classes:<br>One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions.<br>One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions.<br>One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.<br>Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.<br>The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.<br>Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.<br>While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers.<br>Additional Training Resources and Continued Learning | * |

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| | | Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software.<br>Within Axon Academy, there are three different ways to learn:<br>ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users<br>VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor<br>CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).<br>Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands. | |
| 41 | Describe any technological advances that your proposed products or services offer. | Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond.<br>Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.<br>This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.<br>A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.<br>A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.<br>These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.<br>Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.<br><br>ALPR<br>INTEGRATED ALPR OVERVIEW<br>Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities.<br>Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR.<br>There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes.<br><br>HOTLISTS<br>The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories:<br>A list of license plates or vehicles known to be stolen<br>A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc.<br>A list of license plates or vehicles with administrative issues such as unpaid vehicle | * |

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| | | registration, unpaid traffic fines, etc.<br>Hotlists are then sent to the Axon Fleet 3 vehicles via incremental updates when changes are made. Typically, if a plate is added to a hotlist, the hotlist is updated in all Axon Fleet 3 vehicles within minutes if they are on and connected.<br><br>ALPR DETECTION<br>Axon Fleet 3's ALPR technology will activate once the in-car system is booted up. As long as the Axon Fleet 3 in-car system is powered on, the ALPR technology will continue to operate even if the Axon Fleet Dashboard application is not running or the MDC is powered off.<br>The Dual-View Camera leverages built-in 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet (15.2 meters) in distance, at a closing speed of ~140 MPH (~225 km/h).<br>Plate reads and hits are encrypted and stored on the Axon Hub and securely uploaded to our CJIS-certified cloud storage.<br><br>ALPR ALERTS<br>Axon's ALPR is accessible from the Axon Fleet Dashboard application that runs on the MDC. Users can easily navigate between ALPR and in-car video workflows.<br>Once the camera makes a plate read, plates are compared to agency hotlists and, if there is a match, an alert is generated and presented on the MDC via the Axon Fleet user interface for officer disposition.<br>Our ALPR technology will alert the in-car system less than one second after a plate is read. If multiple plate reads or hits happen at the same time, all plate reads and hits will be saved, but the highest severity read or hit will be prioritized for an alert.<br>Once an alert is detected and confirmed as correct, the Axon ALPR system will copy the plate number to the Windows clipboard so that it can be easily pasted into and validated by a CAD application. This seamless integration between systems helps improve workflows and efficiencies through an intelligent ALPR system.<br><br>RESPONDING TO ALPR ALERTS<br>Using the Dashboard application on the MDC, users can quickly review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read.<br>Officers can record an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made.<br><br>FLOCK ALPR INTEGRATION<br>Axon has a proven integration with the FLOCK ALPR system. Users of the FLOCK Safety system will have an integration that allows the Look Up interface to search information in Axon Evidence. | | |

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| 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. | We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including<br>U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001.<br><br>Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors.<br><br>Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible.<br>Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity.<br>5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible.<br>Examples are:<br>• Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product<br>• Replacing the gluing system with a less hazardous two-component epoxy<br><br>In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable.<br>• Use of corrugated materials exceeding 35% post-consumer recycled content<br>• Use of other packaging materials that contain recycled content and are recyclable in most local programs<br>• Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable<br>• We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering<br>• To minimize packaging waste on larger orders, ‘bulk packaging’ was developed<br>• We also employ packaging take-back services and shipping carton return<br>• We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following.<br>• Corrugated boxes are broken down and processed for recycling<br>• Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives<br>• Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment.<br>• We are compliant with laws pertaining to | * |
| 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. | Axon is certified to ISO 14001.<br><br>Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there. | * |
| 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. | Axon does not hold any WMBE, SBE, or veteran-owned business certifications. | * |

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| 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? | Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe.<br>Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include:<br>• London Metropolitan Police Service, London UK<br>• Los Angeles, CA Police Department<br>• Calgary Police Service, AB<br>• Charlotte-Mecklenburg, NC Police Department<br>• Fort Worth, TX Police Department<br>• Dallas, TX Police Department<br>• San Diego, CA Police Department<br>• Baltimore City, MD Police Department<br>• Baltimore County, MD Police Department<br>• Memphis, TN Police Department<br>• Washington, DC Metropolitan Police Department<br>• Denver, CO Police Department<br>• Cincinnati, OH Police Department<br>• Atlanta, GA Police Department<br>Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching $76.9 million, $55.4 million, and $30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions.<br>As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations.<br>• The International Association of Chief of Police (IACP)<br>• The Major City Sheriff's Association (MCSA)<br>• The National Organization of Black Law Enforcement Executives (NOBLE)<br>• The FBI National Academy Associates (FBINAA)<br>Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support.<br>Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes:<br>• Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues<br>• Fulfilling hardware refreshes and deployment of new equipment<br>• Conducting Quarterly Business Reviews with customers<br>• Identifying important customer feature requests<br>Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day. | * |

## 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? | Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA).<br>NON-AXON MANUFACTURED PRODUCTS<br>For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request. | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Restrictions are outlined in our warranty, which has been included in the uploaded attachments . | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | No, our warranties do not cover the expense of technicians' travel time or mileage to perform warranty repairs. | * |
| 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? | Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency. | * |
| 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? | Axon will troubleshoot third party devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer.<br><br>Axon solutions require minimal third-party hardware, limited primarily to commercial-off-the-shelf (COTS) computing devices such as routers, servers, and hard drives. Additionally, some solutions such as Axon Interview rely on third party cameras and tablets which are also COTS. | * |
| 51 | What are your proposed exchange and return programs and policies? | Axon does not allow exchanges or returns except on failed items. Please see our MSPA for full details. | * |
| 52 | Describe any service contract options for the items included in your proposal. | Please refer to the included MSPA. | * |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 53 | Describe your payment terms and accepted payment methods. | Payment terms are Net 30. | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Axon does not providing leasing or financing options. We do have a provision in our MSPA that allows for cancellation by an agency if sufficient funds are not approved. | * |
| 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. | Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response." | * |
| 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? | Axon can process via P-card if necessary but prefers ACH payments whenever possible. | * |

## 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. | Axon is proposing a Schedule Discount for Sourcewell Members, including quantity discounts. See question #58 for additional detail. | * |
| 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. | Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section.<br>Quantity: 1<br>• Customer Discount % off MSRP: 0.00%<br>Quantity: 2-99<br>• Customer Discount % off MSRP: 1.00%<br>Quantity: 100-249<br>• Customer Discount % off MSRP: 3.00%<br>Quantity: 250-499<br>• Customer Discount % off MSRP: 5.00%<br>Quantity: 500-999<br>• Customer Discount % off MSRP: 7.00%<br>Quantity 1000+<br>• Customer Discount % off MSRP: 10.00% | * |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | See question 58. | * |
| 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. | Axon generally sells at the sourced party’s MSRP. Discounts may be applied on a case-by-case basis. | * |
| 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. | All standard costs, such as those for professional services like installation and training, are included in standard pricing. | * |
| 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. | Freight, shipping and delivery are included in our costs. | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight, shipping and delivery are included in our costs. | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Axon offers expedited shipping upon request. | * |

## 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. | A detailed price list is attached. |

## 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. | Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in.<br><br>A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly.<br><br>Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for.<br><br>The collected information is used to calculate the administrative fees owed to Sourcewell. | * |
| 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. | Axon will track the following internal metrics to measure success with the contract:<br>• The number of agencies who utilize the cooperative<br>• The dollar amount of sales associated with the cooperative<br>• The Length of time it takes to update the contract after new products/services are announced by Axon. | * |
| 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.) | Axon proposes 1.05% on all equipment, products and services to all participating entities. | * |

## 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. | A summary description of the offered products is included as a response to this question. Detailed solution descriptions for each product have been included as attachments.<br><br>Capturing Evidence<br>Axon Body 4<br>The Axon Body 4 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency. The Axon Body 4 camera is compatible with an easily integrated point-of-view camera called the Axon Flex POV module. Without having to register, assign, or charge the accessory before use, an officer can simply plug the Axon Flex POV module into the Axon Body 4 and begin capturing the same quality evidence from a different vantage point. With this accessory, agencies no longer have to decide between deploying a body-worn camera or a point-of-view camera; they can have both.<br>Camera Features and benefits<br>A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.<br>A LONG-LASTING BATTERY that is capable of providing approximately 14 hours of battery life under normal usage.<br>A LARGE INTERNAL STORAGE CAPACITY of 128 GB to house captured video files<br>A MAGNETIC FAST CHARGE DISCONNECT CABLE that allows officers to rapidly charge their cameras from the patrol vehicle and falls off when they need to | |

leave the vehicle at a moment's notice.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application. This includes future support for bi-directional communication in the field.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as a firearm being removed from a holster equipped with Axon Signal Sidearm.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Axon Body 3
The Axon Body 3 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1080p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four built-in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency in the field.
AB3 Features and benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such TASER being armed.
A LONG-LASTING BATTERY that is capable of providing 12 hours of battery life under normal usage.
A MOBILE CHARGING OPTION that allows officers to charge the camera from their patrol vehicle via a USB-C cable.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Fleet 3 with ALPR
Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections.

The system features Automatic License Plate Recognition (ALPR) technology that is integrated into the same camera housing to quickly gather information tied to plate reads. The hardware for ALPR is included, and THE CITY can request activation of the ALPR service in the future if desired.
Features and Benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.
CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE that keeps the system running while the ignition is switched on.
BACK UP BATTERY POWER for up to 30 minutes once the ignition is switched off.
A BUILT-IN ALPR CAMERA with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.
EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked, as well as connectivity with the Axon BWCs.
VIDEO RECALL FEATURE that allows for recovery of 24 hours of video footage if a device was not recording at the time of an incident.

Axon Signal Sidearm
Axon Signal Sidearm is a smart sensor that attaches to a firearm holster to remotely activate Axon body-worn and in-car cameras. When a firearm is removed from the holster, the Axon Signal Sidearm device transmits a signal for up to 30 seconds to activate Axon cameras up to 100 feet away. The device can be configured to activate recordings of Axon body-worn cameras or Axon Fleet in-car cameras, leading to better coverage of critical events.

Axon Respond+
Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.
This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.
Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.
A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.
A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.
These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Axon Community Request+
Axon Community Request is a tool built to securely request evidence from community members for ingestion into Axon Evidence. Axon Community Request can be used by officers in the field to collect video and audio evidence from witness or victim cell phones, or from surveillance video. Community members can then access the portal link and upload any evidence they have related to the incident in question, greatly simplifying the evidence collection process.

Axon Interview Room
Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. *

Axon Device Manager
The Axon Device Manager mobile application assists agencies deploying large numbers of devices by enabling administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

Managing Evidence
Axon Evidence
Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system.

Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence.
Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.
Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.
Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.
Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage
Our Axon OSP package includes unlimited storage for all evidence—including Axon-generated footage, third-party footage, and anything else that can be stored in Axon Evidence. With unlimited storage, your agency will be equipped to make Axon Evidence your single destination for storage of your most critical evidence, without having to worry about storage overages or additional fees.
Third-party video support
The Axon Evidence third-party video playback feature automatically converts and plays videos not supported by the default video player. Officers and investigators will save time when ingesting video of a non-standard file type, as the feature automatically converts and plays more than 1,000 file types and their variations, with new file types added regularly and directly from customer requests.
Auto-transcribe
Axon Auto-Transcribe is a tool in Axon Evidence made up of two modules: Review Assistant and Transcription Assistant. Investigators can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence’s audio. This allows a user to click on a word spoken in the evidence file and be immediately taken to that point of the video. Transcription Assistant generates a transcript of an entire video via AI. An investigator can use Transcription Assistant to speed up the process of creating a transcript by correcting any errors in the AI-generated transcript, rather than typing a transcript from scratch.
Auto-tagging
The Auto-Tagging service takes information directly from your CAD or RMS solution and correlates it with the associated videos stored in Axon Evidence. Your officers will no longer need to manually tag their body-worn and in-car camera recordings or double-check manual entries for errors. Administrators can rest easy knowing that the metadata from your CAD and RMS systems are correlated via auto-tagging with custom retention categories in Axon Evidence, making proper evidence retention simple.

Axon Records
Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons.
Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence.
With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records’ reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate
Axon Investigate is a forensic platform for everything video related, with a trackable set of tools which allow users to quickly overcome challenges seen with modern video and multimedia evidence streams. Users can easily convert files to playable formats in bulk and manage multiple video sources in a single project.
Additionally, the tools in Axon Investigate Pro assist with video analysis, including multi-clip time syncing and stitching, video enhancement, narrative report creation, and court demonstratives. To accomplish these goals, Axon Investigate uses workflows—a combined set of processing steps—to forensically interrogate the media files.

Improving Performance
Axon Performance
Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance.
Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.
While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.
As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.
Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.
Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards
Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.
With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90
My90 is a comprehensive engagement tool that helps law enforcement leaders conduct surveys, capture data, and display the results. My90 collects, de-identifies, and aggregates the survey responses to identify trends, surface positive feedback, and find specific opportunities for improvement. My90's offers three types of surveys:
- POST-CONTACT SURVEYS – Text or web-based surveys automatically sent to 911 callers to evaluate their interaction with officers
- COMMUNITY SURVEYS – Sent to the general population either in-person or online using QR codes and URLs to gauge community-wide sentiments
- EMPLOYEE SURVEYS – Short "pulse surveys" sent to agency staff via text message, email, and the web to evaluate morale or staff burnout
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Training
Axon Virtual Reality
Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.
Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.
The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

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| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | For video surveillance, our products generally fall into the categories of:<br><br>- Body-worn cameras<br>- In-vehicle camera solutions<br>- Interview Room solutions<br>- Digital Evidence Management Systems | * |

### Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
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| 71 | Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices. | (•) Yes<br>( ) No | Axon's offer includes the Axon Body 3 and Axon Body 4 body-worn cameras, as well as the Axon Fleet 3 in-vehicle camera solution. These products, and the mounts below, are described in answer 69 and detailed product sheets are attached.<br>The Axon Body 3 and 4 cameras are self-contained audio-visual unit with no external wires. The cameras utilize a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second.<br>Whether officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts.<br>Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth.<br>The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy. | * |
| 72 | Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services. | (•) Yes<br>( ) No | Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two | |

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| | | | cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup.<br>Axon can build custom interview rooms to meet your specific needs. Available options include:<br>Overt and Covert Cameras<br>Covert Camera Enclosures<br>Microphones<br>Physical or Virtual Recording Servers<br>Touch Panels<br>Software application for workstations<br>POE Switches<br>Point-to-zoom cameras<br>In-room remote viewing indicator lights<br>Motion-detector camera activation<br>Button-Push / Toggle switch camera activation<br>Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case.<br>The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review.<br>Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected.<br>Features and benefits<br>REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud<br>A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording<br>A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage | * |

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| 73 | Video capable threat and weapons detection. | (•) Yes<br>( ) No | The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search. | * |
| 74 | Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters. | (•) Yes<br>( ) No | Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors.<br><br>Certain Axon Interview cameras can be configured to activate based on motion. | * |

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| 75 | Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above. | (●) Yes<br>( ) No | Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence.<br>Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.<br>Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around.<br>After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.<br>Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence.<br>Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.<br>Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. * |

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| 76 | Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses. | (•) Yes<br>( ) No | Docking stations<br>The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes.<br>Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications.<br>Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock.<br>Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC.<br>Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible.<br><br>Mounts<br>The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second.<br>Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options.<br>Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts.<br>Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With | |

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| | | | either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth.<br>The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.<br><br>Axon Body 4 Point of View Module<br>The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective.<br>When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu.<br><br>Axon Body 4 Quick Disconnect Charger<br>While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source.<br>The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging. | |
| 77 | Services complementary to the offering above, including training, installation, and administration of warranty programs. | (•) Yes<br>( ) No | A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems.<br>Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and | |

support experience.
With Axon, customers receive a full solution, mitigating the project and support risks associated with having multiple, different suppliers. Axon has the manufacturing capability, financial capacity and skilled and available workforce to ensure that a program is successful. Our reputation for going above and beyond to ensure that our customers are not only satisfied, but successful with our products is well known throughout the industry, and we invite all customers to validate this with objective resources.
By having our staff complete installations, customers can expect project alignment, with end users gaining a more complete picture of the features and functionality of the solutions. Our PSO team is trained specifically to install our proprietary solutions, meaning customers will benefit from having installers with the most up-to-date product information, product training, and installation techniques.
Many of our PSO implementation specialists joined Axon directly from law enforcement and were responsible for planning and managing similar projects in their former law enforcement roles. This real-world experience is an invaluable resource and allows them to predict and overcome potential challenges as well as effectively collaborate with command and IT staff. Our staff can also offer guidance on custom workflows and processes to help use your body-worn and in-car cameras and DEMS effectively and in compliance with local laws and statutes.
When selecting a solution, it is worth considering whether the hardware and software were built from company acquisitions or developed by the same engineers who support it today. The proposed body-worn and in-car camera hardware and DEMS software were designed and maintained by Axon's in-house engineers, allowing our teams to easily pass on feedback for feature requests as programs progress. Our U.S.-based Technical Support team can engage directly with our in-house engineers for advanced troubleshooting if the need arises.

At the beginning of each program, we meet with customers to define requirements and outline a project schedule.
Our programs typically include items required to:
- Migrate your existing data;
- Establish integrations with your current platforms as defined in the requirements;
- Build and deliver your solutions;
- Configure all body-worn camera LTE sim cards, establishing them on the appropriate carrier networks, and

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| | | | managing all body-worn LTE data plans.<br>Create your initial configuration in Axon Evidence;<br>Train your administrators;<br>Install your in-car cameras and,<br>Provide long term support.<br><br>Deployments are led by Axon's PSO team, who will begin by reviewing the proposed project plan with designated point of contact. Axon's PSO team will coordinate direction with this point of contact throughout the project to accomplish the tasks necessary for a smooth, successful implementation. During the implementation kick-off calls, our resources will work collectively to refine the plan, and define a final schedule.<br>These initial discussions will set expectations for deployment timing and staffing. Administrator guides, networking information, and other critical solution information will be provided to your program point of contact to assist with planning.<br>Axon's PSO team will also evaluate the project for proper scoping and follow-up to obtain additional information if necessary prior to on-site services. This may include information on network specifications/bandwidth, CAD/RMS integration, desired offload method, and other system information that may require involvement from your network administrators or IT team. It is important to agree on a solid plan at the beginning of the program, as well as to set the policies that will guide how data is migrated and establish the rules that will be used to configure the systems.<br>The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations.<br><br>Having your policies in place before deployment begins helps to streamline the go-live process and ensures officers are prepared to use the system as soon as possible. Additionally, necessary categories in Axon Evidence should be considered, as they determine evidence retention. Categories are completely customizable to meet your local policies and laws. To ensure proper input and legal compliance, customers should gather the following agency and community stakeholders before building your body-worn and in-car camera policies.<br>POLICY MAKERS – Stakeholders such as command staff and community leaders should be included when developing body-worn and in-car camera policies.<br>FIELD TRAINING OFFICERS – Officers who represent the end users of the devices.<br>EVIDENCE CUSTODIANS – | | |

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| | | | Including those who will be responsible for digital evidence sharing is key.<br>LEGAL REPRESENTATIVES – Including members of the larger legal community can assist with community alignment and buy-in.<br>Once the proper stakeholders are gathered, Axon's team will collaborate with customer personnel to help draft the policy definitions necessary for the successful use of Axon Evidence.<br>First, user roles should be considered. User roles and their permissions in Axon Evidence are highly customizable, and our PSO team can assist with the development of custom roles during deployment. Identifying the level of permissions needed (such as the ability to view evidence, share evidence, download evidence, restrict evidence, etc.) for each role is customized. The guides provided by the PSO coordinator during initial planning conversations will help with this task.<br>When determining necessary custom retention categories, customers should consider consulting State Retention Schedules or other legal guidance. During on-site services, our PSO team can then offer guidance to set up these pre-determined retention categories in Axon Evidence. Having these critical system policies in place prior to deployment will support a quicker, more thorough roll-out.<br>While the primary Evidence solution will be maintained in the cloud, there can be a number of areas where Axon and customers will need to agree on information technology approaches and requirements. This primarily includes decisions related to LTE and Wi-Fi uploads, networking permissions for body-worn camera docks, and offload methods for the Fleet 3 system.<br>These discussions will happen early in the program, allowing Axon to finalize details of the implementation plan, including configuration and installation requirements.<br><br>For customers with existing DEMS, Axon will help define a migration strategy. Axon Evidence is designed to be highly configurable, and supports the creation of both free-text metadata (tags) and customer-defined metadata fields. The flexibility of Axon Evidence ensures customers get the information they need that is most effective for searching, while at the same time standardizing their terminology over time. This supports greater efficiency, less re-training, and ultimately greater organizational value.<br>Every system your agency uses may be organized a little differently. For example, in your in-car video management system, you may | | |

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| | | | classify evidence as “Evidence Type” whereas in your CCTV system you may classify evidence as “Offense”. Axon’s migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence.<br>Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence.<br>Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired.<br>Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence.<br>Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition.<br><br>Training<br>Training Overview<br>Axon’s training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training.<br>We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase.<br>Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below.<br>Training Materials<br>Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence | | |

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| | | | Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist.<br>Additional curriculum and support materials include, but are not limited to:<br>Job Aids<br>E-Learning Certification Programs<br>Video Training Demonstrations<br>Software Simulations<br>Enrollment for Virtual Classes<br>Recordings of Previous Classes and Demonstrations<br>Sample Lesson Plans<br>Key User Training (Train the Trainer)<br>End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a “train the trainer” capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance.<br>System Administration Training<br>System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR.<br>Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users.<br>Axon Evidence User Training<br>If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance.<br>Recommended Class Structure / Training Plan<br>Under this project, Axon will provide the following training classes:<br>One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions.<br>One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these | | |

sessions.

One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.

Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.

The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.

Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.

While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City.

Additional Training Resources and Continued Learning

Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software.

Within Axon Academy, there are three different ways to learn:

ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users

VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor

CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).

Training content is developed and maintained by Axon subject matter

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| | | | experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.<br><br>Fleet 3 Installation<br>Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed.<br>The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention.<br>Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling.<br>During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind.<br>Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin.<br>The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position.<br>The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be | | |

tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin.

Long Term Support
In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project.
We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible.
We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem.
Customer Success Manager
We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows.
As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences.
24/7/365 Technical Support
Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location

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| | | | troubleshooting are also included.<br>If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJI. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement.<br>RMA Process<br>If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily.<br>Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost. | |

**Table 15: Industry Specific Questions**

| Line Item | Question | Response * | |
|---|---|---|---|
| 78 | Describe the security features of your proposed solutions in relation to data security. | Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI).<br>Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.<br>Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met.<br>All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES.<br>The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution.<br>Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include:<br>ISO/IEC 27001:2013 Certified - Information Security Management Standards<br>ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls | |

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
CALEA Standard 17.5.4 Compliant
HIPAA and HITECH
AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
Cloud Security Alliance - CSA STAR Attestation (Level Two)
Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview
Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe.
Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.
Physical Security
SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools. *
EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.
Software/Firmware Security
NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).
ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;
SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;
SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;
HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;
DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer
The Secure Upload Process
Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.
During offload from the camera to Axon Evidence:
1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera.
If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.
Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

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| 79 | Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products. | As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms.<br>Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements.<br>With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system.<br>To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click.<br><br>Interview Room<br>Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues.<br><br>Axon Body Worn Cameras<br>Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered.<br>The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution).<br>The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution).<br><br>Axon Performance<br>Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.<br>Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.<br>Please see the attached solution overview for more information.<br><br>Auto-transcription<br>As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient. |

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| 80 | Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems. | Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities.<br><br>Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display.<br><br>Integration with CAD/RMS<br>Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention.<br>Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system.<br>With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field.<br>On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration.<br>Axon supplies a .NET 4.0 service “Integrator Application” on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file.<br>Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging.<br>When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched. |

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| 81 | Describe how your system allows for secured sharing of videos – file sharing systems. | Sharing Evidence<br>Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts.<br>Sharing with Outside Agency Axon Evidence Users<br>Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials.<br>As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable.<br>When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence.<br>Sharing With Non-Axon Evidence Users<br>A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence.<br>All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account.<br>There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally.<br><br>Data Export<br>Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity. |
| 82 | Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements. | Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI).<br>Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance. |

**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 - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
- Financial Strength and Stability - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
- Marketing Plan/Samples - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
- Standard Transaction Document Samples - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
- Upload Additional Document - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
- Requested Exceptions - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

## 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. - Kenneth Maum, Senior Proposal Manager, Axon

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_11_RFP_101223_Public_Safety_Surveillance** Thu October 5 2023 08:32 AM | ☑ | 3 |
| **Addendum_10_RFP_101223_Public_Safety_Surveillance** Mon October 2 2023 03:56 PM | ☑ | 1 |
| **Addendum_9_RFP_101223_Public_Safety_Surveillance** Tue September 26 2023 03:16 PM | ☑ | 1 |
| **Addendum_8_RFP_101223_Public_Safety_Surveillance** Thu September 21 2023 04:09 PM | ☑ | 1 |
| **Addendum_7_RFP_101223_Public_Safety_Surveillance** Thu September 21 2023 07:35 AM | ☑ | 1 |
| **Addendum_6_RFP_101223_Public_Safety_Surveillance** Wed September 20 2023 12:49 PM | ☑ | 1 |
| **Addendum_5_RFP_101223_Public_Safety_Surveillance** Mon September 18 2023 03:49 PM | ☑ | 1 |
| **Addendum_4_RFP_101223_Public_Safety_Surveillance** Fri September 15 2023 10:52 AM | ☑ | 1 |
| **Addendum_3_RFP_101223_Public_Safety_Surveillance** Tue September 5 2023 03:47 PM | ☑ | 1 |
| **Addendum_2_RFP_101223_Public_Safety_Surveillance** Fri August 25 2023 01:53 PM | ☑ | 2 |
| **Addendum_1_RFP_101223_Public_Safety_Surveillance** Fri August 25 2023 11:11 AM | ☑ | 2 |

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# AMENDMENT #1
# TO
# CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

Supplier requested that its Canadian affiliate, Axon Public Safety Canada, Inc., be named as an additional Contract holder.

Therefore, the parties agree that as of the effective date of this Amendment, the named Contract holder "Axon Enterprise, Inc." in Contract # 101223-AXN will be replaced with "Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 2/4/2025 | 10:39 AM CST

**Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc.**

By: Signed by: 55DAEBB131A4424...

Robert Driscoll, VP, Assoc. General Counsel

Date: 2/4/2025 | 9:07 AM MST

Docusign Envelope ID: 1A21341D-D25A-412C-81D8-C665C6D2E5C5

# AMENDMENT #2
# TO
# CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

On April 28, 2025, the parties signed a Price and Product Change Request (PNP) amendment to expand Supplier's product range to offer additional configuration choices for existing products.

NOW, THEREFORE, the parties wish to amend the Contract to add certain appendices related to that PNP, which are attached and incorporated into this Amendment, specifically:

a. Appendix for AI Technology
b. Dedrone Product Appendix

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 5/11/2025 | 10:31 PM CDT

**Axon Enterprise, Inc. and its Canadian affiliate Axon Public Safety Canada, Inc.**

Signed by:
By: Robert E. Driscoll Jr.
55DAEBB131A4424...
Robert Driscoll, VP, Assoc. General Counsel

Date: 5/7/2025 | 2:44 PM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

# AMENDMENT #3
# TO
# CONTRACT #101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier).

Sourcewell entered into a contract (101233-AXN) with Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027.

The Parties wish to incorporate further changes into the Contract in order to add additional products and services.

The Parties therefore agree as follows:

The attached and incorporated appendices are hereby replaced in their entirety within the Contract: ALPR Appendix (replacing Axon Fleet Appendix).

Except as amended, the Contract remains in full force and effect.

**Sourcewell**

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating Officer

Date: 8/12/2025 | 4:12 PM CDT

**Axon Enterprise, Inc.**

Signed by:
55DAEBB131A4424...

By: _____

Robert E. Driscoll
Deputy Corporate Counsel

Date: 8/14/2025 | 11:27 AM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

# AXON ALPR APPENDIX

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

**Customer Responsibilities.**

1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule.

**Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

1. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.
2. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
3. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

**Axon Fleet Specific Terms.**

1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

**Axon Outpost Specific Terms.**

1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

**Axon Lightpost Specific Terms.**

1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

**Wireless Offload Server.**

1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

**WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

1. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

## 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 contracts 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 Information Technology**

**Department/Agency Contact Information: Anne Wilson**

**Cooperative Contract Number and Title:**

**Estimated Spending Request: 1,310,000.00**

**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:** | _____ **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.

   **Fulton County Criminal Justice Partners routinely collaborate on investigations that include videos and other forms of digital evidence. Utilizing this Public Safety Video Surveillance cooperative agreement will allow increased administrative efficiencies that will be instrumental in continuing cross-agency investigations and collaboration. The cooperative agreement offers a wide array of equipment, products or services at a better value than what a single government entity would be offered.**

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:
   **In using this agreement for volume purchasing, Fulton County will be able to take advantage of an average of $1,130, 901.05 in savings per year. This implementation ensures that the county complies with and meets all digital evidence storage and retention laws. This will also improve efficiency in operations and support the advantages of standardization. This system will ease issues with sharing of digital**

**evidence amongst partnering agencies, courts, attorneys and law enforcement. According to the National Institute of Governmental Purchasing, cooperative purchasing has become a mainstream contracting tool for public procurement teams, representing 11-19% of overall contract spend. (NIGP: The Institute for Public Procurement)**

a. Leveraging benefits of volume purchasing
b. Volume discounts
c. Service delivery requirement advantages
d. Document market research that was completed to determine use of cooperative purchase request.

3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. 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. | | |
| 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: | | |
| 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. | | |
| The use of the contract meets the needs of the requesting department/agency. | | |
| The proposed contracting entity is authorized to conduct business in the State of Georgia. | | |
| 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

_____ 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_____

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0875 **Meeting Date:** 11/19/2025

### Department
Real Estate and Asset Management

### Requested Action
Request approval to increase spending authority - Department of Real Estate and Asset Management, 23ITB138741K-JAJ, Task Order Contract for Minor Construction in the total amount not to exceed $600,000.00 with (B) Hawk Construction Company, LLC (Ellenwood, GA) in the amount not to exceed $300,000.00, and (C) Complete Contracting Partners, LLC (Powder Springs, GA) in the amount not to exceed $300,000.00, to cover the costs to complete the on-going replacement/emergency repair projects at the Fulton County Jail Complex (Jail Blitz Program) and to provide continued standby repair, alteration, modernization, maintenance, and rehabilitation construction services for County facilities for the remaining of FY2025.

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

### Strategic Priority Area related to this item
**Open and Responsible Government**

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

### Is this a purchasing item?
Yes

**Summary & Background:** Hawk Construction Company, LLC and Complete Contracting Partners, LLC are two standby construction contractors that have performed a significant portion of the Jail

Blitz scope of work as well as ongoing Jail repairs as a part of the maintenance program. Hawk Construction primarily addresses fence line breach repairs, cell door vandalism repairs, and cell wall repairs. Complete Contracting Partners has completed numerous Jail plumbing system repairs as well as all common area painting as a part of the Jail Blitz scope of work

DREAM is now requesting approval of increased spending authority in the total amount of $600,000.00 for two (2) of those General Construction Contractors; (B) Hawk Construction Company, LLC in the amount of $300,000.00 and (C) Complete Contracting Partners, LLC in the amount of $300,000.00, due to current 2025 spending authority being exhausted and the continued need for additional critical Jail repairs.

Without these increases, the Department does not have sufficient spending authority to provide continued standby repair, alteration, modernization, maintenance, and rehabilitation construction services for Fulton County facilities and to complete the on-going replacement/emergency repair projects at the Fulton County Jail Complex for the remainder of FY2025.

**Scope of Work:** The Scope of Work includes detailed repair and construction tasks and specifications that have established unit prices. A task is placed with a General Contractor for the repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Work Order against the contract. The General Contractors are to furnish all management, design, labor, materials, tools, equipment, architectural and engineering support needed to perform the work authorized by DREAM's Building Construction Administrator.

**Community Impact:** The impact on the community is to provide repairs to facilities that have deteriorated due to deferred maintenance.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval.

**Project Implications:** These standby task order contracts for minor construction and repair projects provide the County with the flexibility needed to deliver small scale construction projects in a timely fashion.

**Community Issues/Concerns:** None of that the Department is aware.

**Department Issues/Concerns:** If this request is not approved, DREAM will not have a means to address critical repairs in a timely manner.

## Contract Modification

### (B)Hawk Construction Company, LLC

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | 24-0014 | 1/10/24 | $1,200,000.00 |

| | | | |
|---|---|---|---|
| Increase Spending Authority No. 1 | 24-0540 | 8/21/24 | $300,000.00 |
| Task Order No. 1 | 24-0748 | 11/6/24 | $277,000.00 |
| Task Order No. 2 | 24-0794 | 11/20/24 | $484,800.00 |
| 1st Renewal | 24-0841 | 12/4/24 | $1,200,000.00 |
| 2nd Renewal | 25-0704 | 9/17/25 | $1,200,000.00 |
| **Increase Spending Authority No. 2** | | | **$300,000.00** |
| Total Revised Amount | | | $4,961,800.00 |

**(C)Complete Contracting Partners, LLC**

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | 24-0014 | 1/10/24 | $1,200,000.00 |
| Increase Spending Authority No. 1 | 24-0540 | 8/21/24 | $300,000.00 |
| 1st Renewal | 24-0841 | 12/4/24 | $1,200,000.00 |
| 2nd Renewal | 25-0704 | 9/17/25 | $1,200,000.00 |
| **Increase Spending Authority No. 2** | | | **$300,000.00** |
| Total Revised Amount | | | $4,200,000.00 |

## Contract & Compliance Information

**Contract Value:** **$600,000.00**

**(B)**
**Prime Vendor:** **Hawk Construction Company, LLC**
**Prime Status:** **African American Male Business Enterprise**
**Location:** **Ellenwood, GA**
**County:** **DeKalb County**
**Prime Value:** **$300,000.00 or 50.00%**

**(C)**
**Prime Vendor:** **Complete Contracting Partners, LLC**
**Prime Status:** **African American Male Business Enterprise**
**Location:** **Powder Springs, GA**
**County:** **Cobb County**
**Prime Value:** **$300,000.00 or 50.00%**

**Total Contract Value:** **$600,000.00 or 100.00%**
**Total Certified Value:** **$600,000.00 or 100.00%**

**Agenda Item No.:** 25-0875 **Meeting Date:** 11/19/2025

## Exhibits Attached

Exhibit 1: Amendments to Form of Contracts
Exhibit 2: Performance Evaluation

## Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

## Contract Attached

Yes

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $2,400,000.00 |
| Previous Adjustments: | $6,161,800.00 |
| This Request: | $600,000.00 |
| TOTAL: | $9,161,800.00 |

## Fiscal Impact / Funding Source

### Funding Line 1:

500-520-5200-J005: Capital, Real Estate and Asset Management, Jail Bridging Program -$600,000.00

| **Key Contract Terms** | |
|---|---|
| **Start Date:** Upon BOC Approval | **End Date:** 12/31/2025 |
| **Cost Adjustment**: | **Renewal/Extension Terms**: N/ |

## Overall Contractor Performance Rating:

| | |
|---|---|
| Hawk Construction Company, LLC | 85 |
| Complete Contracting Partners, LLC | 88 |

**Would you select/recommend this vendor again?**
Yes

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

# AMENDMENT NO. 4 TO FORM OF CONTRACT

Contractor: **Hawk Construction Company, LLC**

Contract No. **23ITB138741K-JAJ (B), Fulton County Task Order Contract for Minor Construction Projects**

Address: **158 Fairview Rd., Suite E**
City, State **Ellenwood, GA 30294**

Telephone: **(770) 329-4533**

E-mail: **mhawkconstruction@yahoo.com**

Contact: **Miles Traylor**
**CEO/Owner**

## W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Hawk Construction Company, LLC, to provide Task Order Contract and Minor Construction Projects, dated 1st day of January 2024, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to amend the contract increase the spending authority to cover the costs to provide upgrades, replacement/repairs and complete the installation of 101 new inmate cell doors; and painting and repairing damaged walls due to demolition of existing cell doors at the Fulton County Jail located in the 5 South area of the facility; 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 November 19, 2025, BOC Items #25-.

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

This Amendment No.4 to Form of Contract is effective as of the 19th day of November 2025, between the County and Hawk Construction Company, LLC, who agree that all Services specified will be performed in accordance with this Amendment No. 4 to Form of Contract and the Contract Documents.

**1. SCOPE OF WORK TO BE PERFORMED:** The Contractor will continue to furnish all management, labor, materials, tools, equipment, and appurtenances to perform

the work authorized by this amendment and issued under this contract, by providing upgrades, replacement/repairs and complete the installation of 101 new inmate cell doors; and painting and repairing walls due to the demolition of existing cell doors at the Fulton County Jail located in the 5 South area of the facility.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed $300,000.00 (Three Hundred Thousand Dollars and No Cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 4 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. 4 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 4 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:

Joseph N. Davis, Director,
Department of Real Estate and Asset Management

CONTRACTOR:

**HAWK CONSTRUCTION COMPANY, LLC**

Miles Traylor,
CEO/Owner

| | |
|---|---|
| **ITEM#: _____ RM: _____**<br>**REGULAR MEETING** | **ITEM#: _____ 2nd RM: _____**<br>**SECOND REGULAR MEETING** |

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E4 |
| **Project** | Task Order Contract for Minor Construction |
| **Project Number** | 23ITB138741K-JAJ (B) |
| **Supplier** | Hawk Construction Company LLC |
| **Supplier Project Contact** | Miles Traylor (preferred language: English) |
| **Performance Program** | Construction Services |
| **Evaluation Period** | 04/01/2025 to 06/30/2025 |
| **Effective Date** | 08/15/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | 08/14/2025 |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 08/15/2025 07:10 AM EDT |
| **Completion Date** | 08/15/2025 07:10 AM EDT |
| **Evaluation Score** | 85 |

**Related Documents**

There are no documents associated with this Performance Evaluation

**OVERALL RATING GUIDE - CONSTRUCTION SERVICES**

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

**SCHEDULE** **17/20**

Rating

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

**Comments** Hawk Construction is punctual and prepared during site visits, project review, and closeout walk through.

**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** Projects are executed within budget with little to no changes in price adjustments.

**OVERALL CONSTRUCTION PROJECT MANAGEMENT** **17/20**

Rating

**Excellent:** Commendable Project Management that exceeds in some areas.

**Comments** Team members are periodically monitored for progress and are present during any modifications that are identified.

**COST CONTROL** **17/20**

Rating

**Excellent:** Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

**Comments** Projects are proposed with cost savings for the best approach to execution.

**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** Hawk Construction is reliable and comply with expectations of the contract.

**GENERAL COMMENTS**

**Comments** *Not Specified*

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E6 |
| **Project** | Task Order Contract for Minor Construction |
| **Project Number** | 23ITB138741K-JAJ (C) |
| **Supplier** | Complete Contracting Partners LLC |
| **Supplier Project Contact** | Quincy Collins (preferred language: English) |
| **Performance Program** | Construction Services |
| **Evaluation Period** | 04/01/2025 to 06/30/2025 |
| **Effective Date** | 07/08/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | 06/30/2025 |
| **Expectations Meeting Date** | 06/30/2025 |
| **Status** | Completed |
| **Publication Date** | 07/08/2025 07:09 PM EDT |
| **Completion Date** | 07/08/2025 07:09 PM EDT |
| **Evaluation Score** | 88 |

**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** **14/20**

Rating

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

**Comments** Schedule delay due to sub-contractors' performance issues

**BUDGET MANAGEMENT** **20/20**

Rating

**Outstanding:** Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant's control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

**Comments** *Not Specified*

**OVERALL CONSTRUCTION PROJECT MANAGEMENT** **17/20**

Rating

**Excellent:** Commendable Project Management that exceeds in some areas.

**Comments** *Not Specified*

**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** *Not Specified*

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

Rating

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

**Comments** *Not Specified*

**GENERAL COMMENTS**

**Comments** *Not Specified*

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0876 **Meeting Date:** 11/19/2025

### Department
Real Estate and Asset Management

### Requested Action
Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, OMNIA Partners Contract #R240901, HVAC Solutions, Related Products and Services, in the amount not to exceed $150,000.00 with Daikin Applied Americas, Inc. (Plymouth, MN), to provide HVAC Full-Service Maintenance and Repairs to major HVAC mechanical systems and equipment for five (5) of nine (9) selected Fulton County facilities: East Roswell Library, Juvenile Justice Center, 4700 North Point, Central Library, and Medical Examiners building. Effective dates: January 1, 2026 through December 31, 2026.

### Requirement for Board Action
In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than $100,000 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:** DREAM currently has 61% of the staffing, per multiple industry standards, needed to properly maintain the County's facility portfolio in accordance with manufacturer recommendations. In order to minimize facility downtime due to needed HVAC repairs and ensure continuity of operations, DREAM requests the approval of a full-service preventive maintenance contract for the five (5) facilities listed below:

| | Facilities | Address | HVAC Contractor |
|---|---|---|---|
| 1 | East Roswell Library | 2301 Holcomb Bridge Rd, Roswell, GA 30076 | Daikin Applied |
| 2 | Juvenile Justice Center | 395 Pryor St. SW, Atlanta, GA 30312 | Daikin Applied |
| 3 | HHS North | 4700 North Point Pkwy, Alpharetta GA 30022 | Daikin Applied |
| 4 | Central Library | 1 Margaret Mitchell Square, Atlanta, GA 30303 | Daikin Applied |
| 5 | Medical Examiners Bldg. | 430 Pryor St. SW, Atlanta, GA 30312 | Daikin Applied |

The listed facilities were selected due to the manufacturer of the HVAC equipment.

**Scope of Work:** This cooperative purchasing contract will furnish all materials, labor, tools, equipment, and appurtenances necessary to provide full-service maintenance and repair to major HVAC mechanical systems and equipment for selected Fulton County facilities.

The scope of work also includes but is not limited to:

- Perform all original manufacturer's specified quarterly, semi-annual, and annual maintenance and diagnostics.
- Maintenance of all OEM control devices and components according to the manufacturer to include all: safety devices; sensors; electronic circuits and drives; mechanicals/electrical drives, dampers, and actuators components; and software maintenance.
- Maintenance, repair, and/or replacement as OEM specified, including but not limited to belts, couplings, sheaves, pulleys, and shafts; motors & starters, VFD and components; compressors; condensers; and evaporators refrigerant piping, manifolds, expansion valves, chilled water exchangers.
- Maintenance, repair, and/or replacement as OEM Components of chillers, chill water and hot water pumps, terminal boxes, package units, split-systems, air handler's units, coolers, freezers, and exhaust fans necessary for the equipment to operate according to manufacturer's standards.

**Community Impact:** Maintaining major HVAC mechanical systems and equipment in reliable working condition will ensure air quality and comfort for the community members and employees in these selected County facilities.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval. This is a time and materials contract.

**Project Implications:** This contract requires professional licenses, specialty tools, equipment, training, and technician skills to perform periodic service to various major HVAC mechanical systems

and equipment for the five (5) selected County facilities.

**Community Issues/Concerns:** None that the Department is aware of.

**Department Issues/Concerns:** If this contract is not approved, the County cannot perform the recommended preventive services for the listed facilities in accordance with manufacturer recommendations.

**Contract Modification:** This is a new request.

## Contract & Compliance Information

## Exhibits Attached

Exhibit 1: OMNIA Partners Contract #R240901
Exhibit 2: Performance Evaluation
Exhibit 3: Cooperative Purchasing Justification and Approval Form

## Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

## Contract Attached

Yes

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $0.00 |
| Previous Adjustments: | $0.00 |
| This Request: | $150,000.00 |
| TOTAL: | $150,000.00 |

## Fiscal Impact / Funding Source

**Agenda Item No.:** 25-0876 **Meeting Date:** 11/19/2025

**Funding Line 1:**

100-520-5225-1160: General, Real Estate and Asset Management, Professional Services- $150,000.00
“Subject to availability of funding adopted for FY2026 by BOC”

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

## 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**

Docusign Envelope ID: 170B36A3-B64D-429A-9197-A95627ACC693

REGION 4
EDUCATION SERVICE CENTER

December 17, 2024

Yu Nishiwaki
Chief Operating Officer
Daikin Applied Americas, Inc.
13600 Industrial Park Blvd.
Plymouth, MN 55441
nationalaccounts@daikinapplied.com

Re: Award of Contract # R240901

Dear Yu Nishiwaki:

Per official action taken by the Board of Directors of Region 4 Education Service Center on December 17, 2024, we are pleased to announce that Daikin Applied Americas, Inc. has been awarded a (3) three-year contract for the following, based on the online proposal RFP# R240901 opened on August 1, 2024:

| **Commodity/Service** | **Supplier** |
|---|---|
| HVAC Solutions, Related Products and Services | Daikin Applied Americas, Inc. |

This contract is effective January 1, 2025, and will expire on December 31, 2027. As indicated above, your contract number is R240901. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC and Daikin Applied Americas, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact our Procurement Department at 713-462-7708 or questions@esc4.net.

Sincerely,

Signed by:
Adam Tabor
A5A9F62707BB46B...
Adam Tabor
Procurement Director

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E6 |
| **Project** | Boiler Inspections and Preventive Maintenance |
| **Project Number** | 23ITB138778C-MH |
| **Supplier** | DAIKIN Applied |
| **Supplier Project Contact** | Joseph Williams (preferred language: English) |
| **Performance Program** | Goods and Commodity Services |
| **Evaluation Period** | 04/01/2025 to 06/30/2025 |
| **Effective Date** | 07/01/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | Not Specified |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 07/01/2025 11:51 AM EDT |
| **Completion Date** | 07/01/2025 11:51 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** *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** **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** found cost to be a higher compared to other vendors

**GENERAL COMMENTS**

**Comments** *Not Specified*

# COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Please complete the form below to request that the Purchasing Director review the spending unit's request to engage in cooperative purchasing.

**Requesting Department/Agency:** Real Estate and Asst Management

**Department/Agency Contact Information:** Joseph N. Davis, Director, (404) 612-377

**Cooperative Contract Number and Title:** OMNIA Partners Contract #R240901, HVAC Solutio

**Estimated Contract Spend:** $150,000.00

**Contract Source** (Identify the source of the cooperative contract by checking the appropriate box):

☑ **Public Cooperative Entity** (Ex: NASPO)
List cooperative entity:_____

☐ **Federal Government** (Ex: GSA contract)

☐ **State of Georgia Statewide Contracts**
(Department of Administrative Services)

☐ **Other Governmental Entity**
(Ex: City of Atlanta)
List Government Entity: _____

**Verification Requirements**

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase. Utilizing this contract would provide HVAC Full-Service Maintenance and Repairs to major HVAC mechanical systems and equipment for five (5) of nine (9) selected Fulton County facilities: East Roswell Library, Juvenile Justice Center, 4700 North Point, Central Library, and Medical Examiners building. This is beneficial because, as early as 2006, Fulton County has approved supplementing DREAM in-house staff by contracting the expertise and skills required to provide continued extensive HVAC full-service maintenance and repairs at selected County facilities due to insufficient in-house staff to perform these services.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County.
    a. Leveraging benefits of volume purchasing and competitively priced HVAC products
    b. Volume discounts and competitive discounts off list price
    c. Service delivery requirement advantages, such as providing 24/7 emergency response d
    d. Licensed to do business in all 50 states.
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. 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. | ☐ | ☐ |
| 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: | ☐ | ☐ |
| 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. | ☐ | ☐ |
| The use of the contract meets the needs of the requesting department/agency. | ☐ | ☐ |
| The proposed contracting entity is authorized to conduct business in the State of Georgia. | ☐ | ☐ |
| 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

☐ 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_____

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0877 **Meeting Date:** 11/19/2025

### Department
Real Estate and Asset Management

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 25ITB1393177C-JNJ, Testing and Repair of Backflow Devices in the amount of $200,000.00 with Maxair Mechanical LLC (Marietta, GA), to provide on-site testing and repair of approximately 183 backflow preventive (BFP) devices for required maintenance on an “as-needed” basis for Fulton County facilities. Effective dates: January 1, 2026 through December 31, 2026, with two renewal options.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item Yes
**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
Request approval of lowest bidder to provide on-site testing and repair of approximately 183 backflow preventive (BFP) devices on an “as-needed” basis for Fulton County facilities for FY2026.

**Scope of Work:** This contract furnishes all materials, parts, labor, equipment, transportation, and appurtenances necessary to provide on-site testing and repair of approximately 183 backflow preventive (BFP) devices for required maintenance on an “as-needed” basis for Fulton County

facilities.

The scope of work includes, but is not limited to:

**Repairs:**

- Devices found defective during testing, notify Department in writiing.
- Provide a report to each zone in electronic format including the details of each device, the details of BFP installed, and the test results.
- Repair will be carried out based on parts and labor used for the repair.
- Contractor must arrange for and obtain any necessary permits from local authorities, if required, for working on the water supply system to a building.

**System Impairment**:

- Before starting work, the Contract must meet with County representative (DREAM) to discuss and agree upon a program for execution of any part of the contract.
- Notify and coordinate with the appropriate County representative (DREAM) before shutting off water connections to the facility, applicable water lines, systems, and/or fire suppression systems, etc.
- Valid Master II Plumber's License issued by the State of Georgia, completed course of study in the repair of backflow preventers recognized by the Environmental Protection Division of the Georgia Department of Natural Resources, and must have a valid certification from a tester certification program.

**Community Impact:** This contract is necessary to have working backflow plumbing systems to protect the County patrons and employees in County facilities against the contamination and/or pollution of the water supply.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval of the lowest responsible and responsive bidder to provide on-site testing and repair of approximately 183 backflow preventive (BFP) devices for required maintenance on an "as-needed" basis for Fulton County facilities for FY2026.

Procedure for Basis of Award:
The recommendation for the award was based on the bidders' prices for testing approximately 183 total devices and per hour labor charges for repairing backflow devices for each of the three (3) geographical zones (Central, North, and South) for Fulton County facilities; and totaling up all costs for all three zones and per hour labor charge for Base Bid Amount to determine the lowest responsible bidder(s) complying with the provisions of this ITB.

Recommendation:
The County received and evaluated two (2) bid responses to the solicitation. Maxair Mechanical, LLC submitted the lowest responsible and responsive bid in the amount of $13,575.00. B & W Mechanical Contractors, Inc. submitted the 2nd lowest responsible and responsive bid in the amount of $21,075.00. Therefore, we recommend Maxair Mechanical, LLC to provide on-site testing and repair of approximately 183 backflow preventive (BFP) devices for required maintenance on an "as-needed"

basis for Fulton County facilities for FY2026.

Maxair Mechanical, LLC does not have a current contract with Fulton County and will be evaluated upon performance.

This is a time and materials contract. The requested spending authority in the amount of $200,000 will cover the costs for parts/components and hourly labor charges for annual testing and repairs of approximately 183 various types of installed backflow prevention (BFP) located in Fulton County facilities for FY2026.

**Project Implications:** This contract is critical to ensuring compliance with Federal, State, and local EPA/EPD regulations.

**Community Issues/Concerns:** None that the Department is aware.

**Department Issues/Concerns:** If this contract is not approved, DREAM does not have the internal capacity to perform the mandating testing and repairing of the backflow systems across the County.

## Contract Modification

No, this a new procurement.

## Contract & Compliance Information

*(Provide Contractor and Subcontractor details.)*

**Contract Value:** **$200,000.00**

**Prime Vendor:** **Maxair Mechanical LLC**
**Prime Status:** **Non-Minority**
**Location:** **Marietta, GA**
**County:** **Cobb County**
**Prime Value:** **$200,000.00 or 100.00%**

**Total Contract Value:** **$200,000.00 or 100.00%**
**Total Certified Value:** **$0.00 or 0.00%**

## Exhibits Attached

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Contractor's Performance Report
Exhibit 3: Department Recommendation Memo

## Contact Information

Joseph N. Davis, Department of Real Estate and Asset Management, (404) 612-3772

## Contract Attached

No

## Previous Contracts

No

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $0.00 |
| Previous Adjustments: | $0.00 |
| This Request: | $200,000.00 |
| TOTAL: | $200,000.00 |

## Fiscal Impact / Funding Source

### Funding Line 1:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance- $200,000.00 “Subject to availability of funding adopted for FY 2026 by BOC”.

| **Key Contract Terms** | |
|---|---|
| **Start Date:** 1/1/2026 | **End Date:** 12/31/2026 |
| **Cost Adjustment**: N/A | **Renewal/Extension Terms**: Tv One-Year Renewal Options |

## Overall Contractor Performance Rating: N/A

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

**Report Period Start:** **N/A**

**Report Period End:** **N/A**

## Testing and Repair of Backflow Devices

Estimated Contract Value ($200000)

Total Awarded Value $ 0.00

| Project 1 | | | | |
|---|---|---|---|---|
| **Central Zone (Central Zone)** | | | | |
| **Item No** | **Description** | **Manufacturer** | **Part #** | **Brand Preference** |
| 1 | 1. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Auburn Ave Research Library Assembly #: P1-4510110001 Bldg #: B451011 Type of BFP: DCVA Size: 2" Manufacturer: Watts Price for Testing | | | Not Applicable - Service Item |
| 2 | 2. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Auburn Ave Research Library Assembly #: P1-4510110002 Bldg #: B451011 Type of BFP: DCDA Size: 8" Manufacturer: Ames Price for Testing | | | Not Applicable - Service Item |
| 3 | 3. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Auburn Ave Research Library Assembly #: P1-7200120001 Bldg #: B451012 Type of BFP: DCDA Size: 1-1/2" Manufacturer: Price for Testing | | | Not Applicable - Service Item |

| | | |
|---|---|---|
| 4 | 4. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Central Library Assembly #: P1-4000120001 Bldg #: B400012 Type of BFP: RPZ Size: 4" Manufacturer: Conbraco Price for Testing | Not Applicable - Service Item |
| 5 | 5. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Central Library Assembly #: P1-4000120002 Bldg #: B400012 Type of BFP: DCVA Size: 2" Manufacturer: Conbraco Price for Testing | * = Mandatory Not Applicable - Service Item |
| 6 | 6. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Central Library Assembly #: P1-4000120003 Bldg #: B400012 Type of BFP: DCVA Size: 6" Manufacturer: Conbraco Price for Testing | Not Applicable - Service Item |
| 7 | 7. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Central Library Assembly #: P1-4000120004 Bldg #: B400012 Type of BFP: DCVA Size: 1/2" Manufacturer: Conbraco Price for Testing | Not Applicable - Service Item |

| | | |
|---|---|---|
| 8 | 8. Provide on-site Testing and Repair of Backflow Devices (Central Zone)<br>Charles L. Carnes Justice Center Building<br>Assembly #: P1-6000320001 Bldg #: B00032<br>Type of BFP: DCVA Size: 3"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 9 | 9. Provide on-site Testing and Repair of Backflow<br>Maintenance Services (Central Zone)<br>Government Center Assembly Building Assembly #: P1-6130120001 Bldg #: B613012<br>Type of BFP: DCVA Size: 6"<br>Manufacturer: Ames<br>Price for Testing | Not Applicable - Service Item |
| 10 | 10. Provide on-site Testing and Repair of Backflow<br>Maintenance Services (Central Zone)<br>Government Center Atrium Building<br>Assembly #: P1-6130620001 Bldg #: B613062<br>Type of BFP: DCDA Size: 6"<br>Manufacturer: Ames<br>Price for Testing | Not Applicable - Service Item |
| 11 | 11. Provide on-site Testing and Repair of Backflow<br>Devices (Central Zone)<br>Government Center Midrise Building<br>Assembly #: P1-6130220001 Bldg #: B613022<br>Type of BFP: RPZ Size: 3"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |

| | | |
|---|---|---|
| 12 | 12. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Government Center Midrise Building Assembly #: P1-6130220002 Bldg #: B613022 Type of BFP: DCDA Size: 6" Manufacturer: Ames Price for Testing | Not Applicable - Service Item |
| 13 | 13. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Government Center Midrise Building Assembly #: P1-6130220004 Bldg #: B613022 Type of BFP: DCDA Size: 6" Manufacturer: Ames Price for Testing | Not Applicable - Service Item |
| 14 | 14. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Government Center Public Safety Assembly #: P1-6130620001 Bldg #: B613062 Type of BFP: Size: Manufacturer: Ames Price for Testing | Not Applicable - Service Item |
| 15 | 15. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Government Center Tower Building Assembly #: P1-6130520001 Bldg #: B613052 Type of BFP: DCVA Size: 6" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |

| | | |
|---|---|---|
| 16 | 16. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Government Center Tower Building Assembly #: P1-6130520002 Bldg #: B613052 Type of BFP: DCVA Size: 2" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 17 | 17. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Government Center Tower Building Assembly #: P1-6130520003 Bldg #: B613052 Type of BFP: DCVA Size: 3/4" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 18 | 18. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Helene S. Mills Senior Multi-Purpose Center Assembly #: P1-3710120001 Bldg #: B3704012 Type of BFP: DCVA Size: 2" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 19 | 19. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Helene S. Mills Senior Multi-Purpose Center Assembly #: P1-3710120002 Bldg #: B3704012 Type of BFP: DCVA Size: 2" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |

| | | |
|---|---|---|
| 20 | 20. Provide on-site Testing and Repair of Backflow Devices (Central Zone)<br>Helene S. Mills Senior Multi-Purpose Center Assembly #: P1-3710120003 Bldg #: B3704012<br>Type of BFP: DCVA Size: 4"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 21 | 21. Provide on-site Testing and Repair of Backflow Devices (Central Zone)<br>Helene S. Mills Senior Multi-Purpose Center Assembly #: P1-3710120005 Bldg #: B3704012<br>Type of BFP: DCVA Size: 3/4"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 22 | 22. Provide on-site Testing and Repair of Backflow Devices (Central Zone)<br>Helene S. Mills Senior Multi-Purpose Center Assembly #: P1-3710120006 Bldg #: B3704012<br>Type of BFP: DCVA Size: 1-1/2"<br>Manufacturer: Wilkins<br>Price for Testing | Not Applicable - Service Item |
| 23 | 23. Provide on-site Testing and Repair of Backflow Devices (Central Zone)<br>Justice Tower<br>Assembly #: P1-6000520001 Bldg #: B600052<br>Type of BFP: DCDA Size: 3/4"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |

| | | |
|---|---|---|
| 24 | 24. Provide on-site Testing and Repair of Backflow Devices (Central Zone)<br>Justice Tower<br>Assembly #: P1-6000520002 Bldg #: B600052<br>Type of BFP: DCVA Size: 10"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 25 | 25. Provide on-site Testing and Repair of Backflow Devices (Central Zone)<br>Justice Tower<br>Assembly #: P1-6000520003 Bldg #: B600052<br>Type of BFP: RP Size: 2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 26 | 26. Provide on-site Testing and Repair of Backflow Devices (Central Zone)<br>Justice Tower<br>Assembly #: P1-6000520004 Bldg #: B600052<br>Type of BFP: RP Size: 4"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 27 | 27. Provide on-site Testing and Repair of Backflow Devices (Central Zone)<br>Juvenile Court Building<br>Assembly #: P1-5060110001 Bldg #: B506011<br>Type of BFP: DCVA Size: 6"<br>Manufacturer: Ames<br>Price for Testing | Not Applicable - Service Item |

| | | |
|---|---|---|
| 28 | 28. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Juvenile Court Building Assembly #: P1-5060110002 Bldg #: B506011 Type of BFP: DCDA Size: 8" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 29 | 29. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Juvenile Court Building Assembly #: P1-5060110003 Bldg #: B506011 Type of BFP: RPZ Size: 1-1/2" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 30 | 30. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Medical Examiner's Facility Assembly #: P1-8150130001 Bldg #: B815013 Type of BFP: RPZ Size: 2-1/2" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 31 | 31. Provide on-site Testing and Repair of Backflow Devices (Central Fulton) Medical Examiner's Facility Assembly #: P1-8150130002 Bldg #: B815013 Type of BFP: RP Size: 1/2" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |

| | | |
|---|---|---|
| 32 | 32. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Medical Examiner's Facility Assembly #: P1-8150130003 Bldg #: B815013 Type of BFP: DCVA Size: 6" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 33 | 33. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Medical Examiner's Facility Assembly #: P1-8150130004 Bldg #: B815013 Type of BFP: RPZ Size: 1-1/2" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 34 | 34. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Medical Examiner's Facility Assembly #: P1-8150130005 Bldg #: B815013 Type of BFP: RP Size: 1/2" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 35 | 35. Provide on-site Testing and Repair of Backflow Devices (Central Zone) Office of the Public Defender Assembly #: P1-8520120001 Bldg #: B852012 Type of BFP: DCVA Size: 2" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |

| | | |
|---|---|---|
| 36 | 36. Provide on-site Testing and Repair of Backflow Devices (Central Zone)<br>Office of the Public Defender<br>Assembly #: P1-8520120001 Bldg #: B852012<br>Type of BFP: DCVA Size: 2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 37 | 37. Provide on-site Testing and Repair of Backflow Devices (Central Zone)<br>Metropolitian Library<br>Assembly #: P1-2350130001 Bldg #: B815013<br>Type of BFP: Size: 2-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 38 | 38. Provide on-site Fire Sprinkler Protection System Maintenance Services (Central Zone)<br>Southeast Library<br>Assembly #: P1-2350130001 Bldg #: B423034<br>Type of BFP: Size: 2-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 39 | 39. Provide on-site Testing and Repair of Backflow Devices (Central Zone)<br>West End Library<br>Assembly #: P1-4520130001 Bldg #: B452013<br>Type of BFP: Size: 2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |

| | | | | |
|---|---|---|---|---|
| 40 | 40. Provide on-site Testing and Repair of Backflow Devices (Central Zone)<br>West End Library<br>Assembly #: P1-4520130001 Bldg #: B452013<br>Type of BFP: Size: 4"<br>Manufacturer:<br>Price for Testing | | | Not Applicable - Service Item |
| 41 | 42. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Airport- FAA, Fire Department<br>Assembly #: P1-6060220001 Bldg #: B606022<br>Type of BFP: RPZ Size: 2"<br>Manufacturer: Febco<br>Price for Testing | | | Not Applicable - Service Item |

| North Zone (North Zone) | | | | |
|---|---|---|---|---|
| **Item No** | **Description** | **Manufacturer** | **Part #** | **Brand Preference** |
| 42 | 43. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Airport- Maintenance Round Building<br>Assembly #: P1-6062120001 Bldg #: B606212<br>Type of BFP: DCDA Size:<br>Manufacturer: Watts<br>Price for Testing | | | Not Applicable - Service Item |
| 43 | 44. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Airport- Maintenance Round Building<br>Assembly #: P1-4350110002 Bldg #: B435011<br>Type of BFP: DCDA Size: 6"<br>Manufacturer: Watts<br>Price for Testing | | | Not Applicable - Service Item |

| | | |
|---|---|---|
| 44 | 45. Provide on-site Testing and Repair of Backflow Devices (North Zone) Airport- Maintenance Round Building Assembly #: P1-4350110003 Bldg #: B435011 Type of BFP: DCVA Size: 3/4" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 45 | 46. Provide on-site Testing and Repair of Backflow Devices (North Zone) Airport- Maintenance Round Building Assembly #: P1-805012 Bldg #: B805012 Type of BFP: Size: 2" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 46 | 47. Provide on-site Testing and Repair of Backflow Devices (North Zone) Airport- Maintenance Round Building Assembly #: P1-4420120001 Bldg #: B442021 Type of BFP: Size: 3/4" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 47 | 48. Provide on-site Testing and Repair of Backflow Devices (North Zone) Airport- Maintenance Round Building Assembly #: P1-3190120001 Bldg #: B319012 Type of BFP: Size: 2" Manufacturer: Price for Testing | Not Applicable - Service Item |

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| 48 | 49. Provide on-site Testing and Repair of Backflow Devices (North Zone) Buckhead Library Assembly #: P1-3190120001 Bldg #: B431012 Type of BFP: Size: 2" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 49 | 50. Provide on-site Testing and Repair of Backflow Devices (North Zone) Buckhead Library Assembly #: P1-3190120002 Bldg #: B431012 Type of BFP: Size: 4" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 50 | 51. Provide on-site Testing and Repair of Backflow Devices (North Zone) Central Maintenance Facility Assembly #: P1-5010220001 Bldg #: B501022 Type of BFP: Size: 2" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 51 | 52. Provide on-site Testing and Repair of Backflow Devices (North Zone) Central Maintenance Facility Assembly #: P1-5010220002 Bldg #: B501022 Type of BFP: DCDA Size: 10" Manufacturer: Price for Testing | Not Applicable - Service Item |

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| 52 | 53. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Central Maintenance Facility<br>Assembly #: P1-5010220003 Bldg #: B501022<br>Type of BFP: DCVA Size: 3/4"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 53 | 54. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Dogwood Library<br>Assembly #: P1-4490120001 Bldg #: B449012<br>Type of BFP: RP Size: 2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 54 | 55. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Dogwood Neighborhood Senior Center<br>Assembly #: P1-4060120001 Bldg #: B406012<br>Type of BFP: DCVA Size: 2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 55 | 56. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Dorothy C Benson Senior Multi Ctr. Complex<br>Assembly #: P1-3600120002 Bldg #: B360012<br>Type of BFP: DCVA Size: 3/4"<br>Manufacturer: Wilkins<br>Price for Testing | Not Applicable - Service Item |

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| 56 | 57. Provide on-site Testing and Repair of Backflow Devices (North Zone) Dorothy C Benson Senior Multi Ctr. Complex Assembly #: P1-3600120004 Bldg #: B360012 Type of BFP: DCDA Size: 3/4" Manufacturer: Wilkins Price for Testing | Not Applicable - Service Item |
| 57 | 58. Provide on-site Testing and Repair of Backflow Devices (North Zone) Dorothy C Benson Senior Multi Ctr. Complex Assembly #: P1-3600120005 Bldg #: B360012 Type of BFP: DCVA Size: 1-1/2" Manufacturer: Febco Price for Testing | Not Applicable - Service Item |
| 58 | 59. Provide on-site Testing and Repair of Backflow Devices (North Zone) Dorothy C Benson Senior Multi Ctr. Complex Assembly #: P1-3600120006 Bldg #: B360012 Type of BFP: RPZ Size: 1" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 59 | 60. Provide on-site Testing and Repair of Backflow Devices (North Zone) Dorothy C Benson Senior Multi Ctr. Complex Assembly #: P1-3600120003 Bldg #: B360012 Type of BFP: DCVA Size: 8" Manufacturer: Wilkins Price for Testing | Not Applicable - Service Item |

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| 60 | 61. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Dorothy C Benson Senior Multi Ctr. Gazebo<br>Assembly #: P1-3600220001 Bldg #: B360022<br>Type of BFP: DCVA Size: 3"<br>Manufacturer: Wilkins<br>Price for Testing | Not Applicable - Service Item |
| 61 | 62. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Dorothy C Benson Senior Multi Ctr. Gazebo<br>Assembly #: P1-1220110001 Bldg #: B122011<br>Type of BFP: Size: 2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 62 | 63. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Dorothy C Benson Senior Multi Ctr. Gazebo<br>Assembly #: P1-1160120002 Bldg #: B116012<br>Type of BFP: RPZ Size: 1"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 63 | 64. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Fire Station #19, Charlie Brown Airport<br>Assembly #: P1-1190120001 Bldg #: B119012<br>Type of BFP: RPZ Size: 3"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |

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| 64 | 65. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Fire Station #19, Charlie Brown Airport<br>Assembly #: P1-1190120002 Bldg #: B119012<br>Type of BFP: RPZ Size: 1-1/2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 65 | 66. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Fire Station #19, Charlie Brown Airport<br>Assembly #: P1-1190120003 Bldg #: B119012<br>Type of BFP: Size: 1-1/4"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 66 | 67. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>DREAM Electronics Division, Bldg. A<br>Assembly #: P1-6030120001 Bldg #: B603012<br>Type of BFP: Size: 2-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 67 | 68. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>DREAM Electronics Division, Bldg. A<br>Assembly #: P1-6030120002 Bldg #: B603012<br>Type of BFP: Size: 3/4"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |

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| 68 | 69. Provide on-site Testing and Repair of Backflow Devices (North Zone) Harriett G. Darnell Senior Multi Facility Assembly #: P1-3700130001 Bldg #: B370013 Type of BFP: DCVA Size: 3" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 69 | 70. Provide on-site Testing and Repair of Backflow Devices (North Zone) Harriett G. Darnell Senior Multi Facility Assembly #: P1-3700130002 Bldg #: B370013 Type of BFP: DCVA Size: 6" Manufacturer: Wilkins Price for Testing | Not Applicable - Service Item |
| 70 | 71. Provide on-site Testing and Repair of Backflow Devices (North Zone) Harriett G. Darnell Senior Multi Facility Assembly #: P1-3700130003 Bldg #: B370013 Type of BFP: DCVA Size: 1-1/2" Manufacturer: Wilkins Price for Testing | Not Applicable - Service Item |
| 71 | 72. Provide on-site Testing and Repair of Backflow Devices (North Zone) Harriett G. Darnell Senior Multi Facility Assembly #: P1-3700130004 Bldg #: B370013 Type of BFP: DCVA Size: 1" Manufacturer: Wilkins Price for Testing | Not Applicable - Service Item |

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| 72 | 73. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Harriett G. Darnell Senior Multi Facility<br>Assembly #: P1-3700130005 Bldg #: B370013<br>Type of BFP: DCVA Size: 2"<br>Manufacturer: Wilkins<br>Price for Testing | Not Applicable - Service Item |
| 73 | 74. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Kirkwood Library<br>Assembly #: P1-4530120001 Bldg #: B453012<br>Type of BFP: Size: 2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 74 | 75. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Kirkwood Library<br>Assembly #: P1-4530120002 Bldg #: B453012<br>Type of BFP: Size: 4"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 75 | 76. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Kirkwood Library<br>Assembly #: P1-4530120003 Bldg #: B453012<br>Type of BFP: Size: 1-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |

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| 76 | 77. Provide on-site Testing and Repair of Backflow Devices (North Zone) Kirkwood Library Assembly #: P1-4530120004 Bldg #: B453012 Type of BFP: Size: 3/4" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 77 | 78. Provide on-site Testing and Repair of Backflow Devices (North Zone) New Horizons Neighborhood Senior Center Assembly #: P1-8910120001 Bldg #: B891012 Type of BFP: Size: 2" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 78 | 79. Provide on-site Testing and Repair of Backflow Devices (North Zone) North Fulton Health Center Assembly #: P1-3330110001 Bldg #: B891012 Type of BFP: DCVA Size: 1/1/2" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 79 | 80. Provide on-site Testing and Repair of Backflow Devices (North Zone) North Fulton Service Center Assembly #: P1-6010110001 Bldg #: B601011 Type of BFP: Size: 2" Manufacturer: Price for Testing | Not Applicable - Service Item |

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| 80 | 81. Provide on-site Testing and Repair of Backflow Devices (North Zone) North Fulton Service Center Assembly #: P1-6010110002 Bldg #: B601011 Type of BFP: Size: 1-1/2" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 81 | 82. Provide on-site Testing and Repair of Backflow Devices (North Zone) Northeast/Spruill Oaks Regional Library Assembly #: P1-4280120001 Bldg #: B428012 Type of BFP: DCVA Size: 3" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 82 | 83. Provide on-site Testing and Repair of Backflow Devices (North Zone) Northeast/Spruill Oaks Regional Library Assembly #: P1-4280120002 Bldg #: B428012 Type of BFP: DCDA Size: 6" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 83 | 84. Provide on-site Testing and Repair of Backflow Devices (North Zone) Northeast/Spruill Oaks Regional Library Assembly #: P1-4280120003 Bldg #: B428012 Type of BFP: DCVA Size: 3/4" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |

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| 84 | 85. Provide on-site Testing and Repair of Backflow Devices (North Zone) Northeast/Spruill Oaks Regional Library Assembly #: P1-4280120004 Bldg #: B428012 Type of BFP: DCVA Size: 2" Manufacturer: Febco Price for Testing | Not Applicable - Service Item |
| 85 | 86. Provide on-site Testing and Repair of Backflow Devices (North Zone) Northeast/Spruill Oaks Regional Library Assembly #: P1-4280120005 Bldg #: B428012 Type of BFP: DCVA Size: 1" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 86 | 87. Provide on-site Testing and Repair of Backflow Devices (North Zone) Northside Library Assembly #: P1-4300120001 Bldg #: B43012 Type of BFP: DCVA Size: 2" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 87 | 88. Provide on-site Testing and Repair of Backflow Devices (North Zone) Northside Library Assembly #: P1-4300120002 Bldg #: B43012 Type of BFP: Size: 6" Manufacturer: Price for Testing | Not Applicable - Service Item |

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| 88 | 89. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Dr. Robert E. Fulton Regional Library at Ocee<br>Assembly #: P1-4550120001 Bldg #: B455012<br>Type of BFP: Size: 8"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 89 | 90. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Dr. Robert E. Fulton Regional Library at Ocee<br>Assembly #: P1-4550120002 Bldg #: B455012<br>Type of BFP: Size: 1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 90 | 91. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Dr. Robert E. Fulton Regional Library at Ocee<br>Assembly #: P1-4550120003 Bldg #: B455012<br>Type of BFP: Size: 2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 91 | 92. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Dr. Robert E. Fulton Regional Library at Ocee<br>Assembly #: P1-4550120004 Bldg #: B455012<br>Type of BFP: Size: 2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |

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| 92 | 93. Provide on-site Testing and Repair of Backflow Devices (North Zone) Ponce De Leon Library Assembly #: P1-4330120001 Bldg #: B433012 Type of BFP: Size: 2-1/2" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 93 | 94. Provide on-site Testing and Repair of Backflow Devices (North Zone) Ponce De Leon Library Assembly #: P1-4330120002 Bldg #: B433012 Type of BFP: Size: 4" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 94 | 95. Provide on-site Testing and Repair of Backflow Devices (North Zone) Roswell Library Assembly #: P1-4360110001 Bldg #: B436011 Type of BFP: Size: 2-1/2" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 95 | 96. Provide on-site Testing and Repair of Backflow Devices (North Zone) Roswell Library Assembly #: P1-4360110002 Bldg #: B436011 Type of BFP: RPZ Size: 2-1/2" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |

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| 96 | 97. Provide on-site Testing and Repair of Backflow Devices (North Zone) Roswell Library Assembly #: P1-4360110003 Bldg #: B436011 Type of BFP: DCDA Size: 6" Manufacturer: Wilkins Price for Testing | Not Applicable - Service Item |
| 97 | 98. Provide on-site Testing and Repair of Backflow Devices (North Zone) Roswell Library Assembly #: P1-4360110004 Bldg #: B436011 Type of BFP: DCVA Size: 3/4" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 98 | 99. Provide on-site Testing and Repair of Backflow Devices (North Zone) Roswell Library Assembly #: P1-4360110005 Bldg #: B436011 Type of BFP: RPZ Size: 3/4" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 99 | 100. Provide on-site Testing and Repair of Backflow Devices (North Zone) Roswell Neighborhood Senior Center Assembly #: P1-8100130001 Bldg #: B810013 Type of BFP: DCDA Size: 4" Manufacturer: Price for Testing | Not Applicable - Service Item |

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| 100 | 101. Provide on-site Testing and Repair of Backflow Devices (North Zone) Washington Park/Annie McPheeters Library Assembly #: P1-4500130001 Bldg #: B450013 Type of BFP: Size: 1" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 101 | 102. Provide on-site Testing and Repair of Backflow Devices (North Zone) Washington Park/Annie McPheeters Library Assembly #: P1-4500130002 Bldg #: B450013 Type of BFP: Size: 4" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 102 | 103. Provide on-site Testing and Repair of Backflow Devices (North Zone) Washington Park/Annie McPheeters Library Assembly #: P1-4500130003 Bldg #: B450013 Type of BFP: Size: 1-1/2" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 103 | 104. Provide on-site Testing and Repair of Backflow Devices (North Zone) Fulton County Aviation Community Center Assembly #: P1-8690130001 Bldg #: B869016 Type of BFP: RP Size: 2-1/2" Manufacturer: Price for Testing | Not Applicable - Service Item |

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| 104 | 105. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>North West Library<br>Assembly #: P1-2350130001 Bldg #: B442032<br>Type of BFP: Size: 2-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 105 | 106. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>East Roswell Library<br>Assembly #: P1-2350130001 Bldg #: B436021<br>Type of BFP: Size: 2-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 106 | 107. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Alpharetta Library<br>Assembly #: P1-2350130001 Bldg #: B435011<br>Type of BFP: Size: 2-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 107 | 108. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Milton Library<br>Assembly #: P1-2350130001 Bldg #: B455022<br>Type of BFP: Size: 2-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |

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| 108 | 109. Provide on-site Testing and Repair of Backflow Devices (North Zone)<br>Water Resources<br>Assembly #: P1-2350130001 Bldg #: B703061<br>Type of BFP: Size: 2-1/2"<br>Manufacturer:<br>Price for Testing | | | Not Applicable - Service Item |

| South Zone (South Zone) | | | | |
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| **Item No** | **Description** | **Manufacturer** | **Part #** | **Brand Preference** |
| 109 | 111. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>4-H Kitchen and Mess Hall<br>Assembly #: P1-8001330001 Bldg #: B800133<br>Type of BFP: Size:<br>Manufacturer:<br>Price for Testing | | | Not Applicable - Service Item |
| 110 | 112. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Adams Park Library<br>Assembly #: P1-4270130001 Bldg #: B427013<br>Type of BFP: DCVA Size: 2"<br>Manufacturer: Watts<br>Price for Testing | | | Not Applicable - Service Item |
| 111 | 113. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Adams Park Library<br>Assembly #: P1-4270130002 Bldg #: B427013<br>Type of BFP: RPZ Size: 1"<br>Manufacturer: Watts<br>Price for Testing | | | Not Applicable - Service Item |

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| 112 | 114. Provide on-site Testing and Repair of Backflow Devices (South Zone) Adamsville/Collier Heights Library Assembly #: P1-4340120001 Bldg #: B434012 Type of BFP: Size: 2" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 113 | 115. Provide on-site Testing and Repair of Backflow Devices (South Zone) Adamsville/Collier Heights Library Assembly #: P1-4340120001 Bldg #: B434012 Type of BFP: Size: 4" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 114 | 116. Provide on-site Testing and Repair of Backflow Devices (South Zone) Camp Truitt Neighborhood Senior Center Assembly #: P1-8002430001 Bldg #: B800243 Type of BFP: Size: 1-1/2" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 115 | 117. Provide on-site Testing and Repair of Backflow Devices (South Zone) Camp Truitt Neighborhood Senior Center Assembly #: P1-8002430002 Bldg #: B800243 Type of BFP: Size: 3" Manufacturer: Price for Testing | Not Applicable - Service Item |

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| 116 | 118. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Central Training Center<br>Assembly #: P1-3420130001 Bldg #: B342013<br>Type of BFP: Size: 2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 117 | 119. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Central Training Center<br>Assembly #: P1-3420130002 Bldg #: B342013<br>Type of BFP: Size: 4"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 118 | 120. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Cliftondale Community Center Elem. School<br>Assembly #: P1-2410130001 Bldg #: B241013<br>Type of BFP: Size: 2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 119 | 121. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Cochran Road Pumping Station<br>Assembly #: P1-8720130001 Bldg #: B872013<br>Type of BFP: RP Size: 1-1/2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |

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| 120 | 122. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>College Park Library<br>Assembly #: P1-4040230001 Bldg #: B404023<br>Type of BFP: Size: 2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 121 | 123. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>College Park Regional Health Center<br>Assembly #: P1-3200130001 Bldg #: B320013<br>Type of BFP: Size: 4"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 122 | 124. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>College Park Regional Health Center<br>Assembly #: P1-3200130002 Bldg #: B320013<br>Type of BFP: Size: 1-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 123 | 125. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>College Park Regional Health Center<br>Assembly #: P1-3200130003 Bldg #: B320013<br>Type of BFP: Size: 3/4"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |

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| 124 | 126. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>College Park Regional Health Center<br>Assembly #: P1-3200130004 Bldg #: B320013<br>Type of BFP: Size: 3/4"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 125 | 127. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>College Park Regional Health Center<br>Assembly #: P1-3200130005 Bldg #: B320013<br>Type of BFP: Size: 2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 126 | 128. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Deep Creek Pumping Station<br>Assembly #: P1-3200130005 Bldg #: B320013<br>Type of BFP: RP Size: 2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 127 | 129. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>East Point Library<br>Assembly #: P1-4250130001 Bldg #: B425013<br>Type of BFP: DC Size: 2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |

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| 128 | 130. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>East Point Library<br>Assembly #: P1-4250130002 Bldg #: B425013<br>Type of BFP: RPZ Size: 1"<br>Manufacturer: Wilkins<br>Price for Testing | Not Applicable - Service Item |
| 129 | 131. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Extension Service Office<br>Assembly #: P1-604013 Bldg #: B604013<br>Type of BFP: Size: 3/4"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 130 | 132. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Fairburn Hobgood-Palmer Library<br>Assembly #: P1-414013 Bldg #: B414013<br>Type of BFP: Size: 1-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 131 | 133. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Fairburn Hobgood-Palmer Library<br>Assembly #: P1-4140130001 Bldg #: B414013<br>Type of BFP: Size: 1-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |

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| 132 | 134. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>H.J.C. Bowden Senior Multi Facility<br>Assembly #: P1-7100130001 Bldg #: B710013<br>Type of BFP: DCDA Size: 6"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 133 | 135. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>H.J.C. Bowden Senior Multi Facility<br>Assembly #: P1-7100130002 Bldg #: B710013<br>Type of BFP: DC Size: 3/4"<br>Manufacturer: Febco<br>Price for Testing | Not Applicable - Service Item |
| 134 | 136. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>H.J.C. Bowden Senior Multi Facility<br>Assembly #: P1-7100130003 Bldg #: B710013<br>Type of BFP: RPZ Size: 2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 135 | 137. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>H.J.C. Bowden Senior Multi Facility<br>Assembly #: P1-7100130004 Bldg #: B710013<br>Type of BFP: DCVA Size: 3"<br>Manufacturer: Febco<br>Price for Testing | Not Applicable - Service Item |

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| 136 | 138. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Hapeville Library<br>Assembly #: P1-4120130001 Bldg #: B412013<br>Type of BFP: Size: 1-1/4"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 137 | 139. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Hapeville Senior Center<br>Assembly #: P1-3710130001 Bldg #: B371013<br>Type of BFP: DCVA Size: 2-1/2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 138 | 140. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Hapeville Senior Center<br>Assembly #: P1-3710130002 Bldg #: B371013<br>Type of BFP: DCVA Size: 3/4"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 139 | 141. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Hapeville Senior Center<br>Assembly #: P1-3710130003 Bldg #: B371013<br>Type of BFP: RPZA Size: 1"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |

| | | |
|---|---|---|
| 140 | 142. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Hapeville Senior Center<br>Assembly #: P1-3710130004 Bldg #: B371013<br>Type of BFP: DCDA Size: 8"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 141 | 143. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Palemetto Neighborhood Senior Center<br>Assembly #: P1-8110130001 Bldg #: B811013<br>Type of BFP: DCVA Size: 2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 142 | 144. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Palemetto Neighborhood Senior Center<br>Assembly #: P1-8110130002 Bldg #: B811013<br>Type of BFP: DCDA Size: 6"<br>Manufacturer: Ames<br>Price for Testing | Not Applicable - Service Item |
| 143 | 145. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Palemetto Neighborhood Senior Center<br>Assembly #: P1-8110130003 Bldg #: B811013<br>Type of BFP: DCVA Size: 3/4"<br>Manufacturer: Ames<br>Price for Testing | Not Applicable - Service Item |

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|---|---|---|
| 144 | 146. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>QLS Center for Senior Citizens<br>Assembly #: P1-8800120001 Bldg #: B880012<br>Type of BFP: Size: 1-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 145 | 147. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>QLS Center for Senior Citizens<br>Assembly #: P1-8800120002 Bldg #: B880012<br>Type of BFP: Size: 3/4"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 146 | 148. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Wolf Creek Library<br>Assembly #: P1-2350130001 Bldg #: B454013<br>Type of BFP: Size: 2-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 147 | 149. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>South Fulton Mental Health Center<br>Assembly #: P1-3010130001 Bldg #: B301013<br>Type of BFP: RPZA Size: 2"<br>Manufacturer: Febco<br>Price for Testing | Not Applicable - Service Item |

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|---|---|---|
| 148 | 150. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>South Fulton Mental Health Center<br>Assembly #: P1-3010130002 Bldg #: B301013<br>Type of BFP: RPZ Size: 2"<br>Manufacturer: Febco<br>Price for Testing | Not Applicable - Service Item |
| 149 | 151. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>South Fulton Mental Health Center<br>Assembly #: P1-2350130003 Bldg #: B301013<br>Type of BFP: RPZ Size: 0.75"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 150 | 152. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>South Fulton Mental Health Center<br>Assembly #: P1-3010130004 Bldg #: B301013<br>Type of BFP: DC Size: 1-1/2"<br>Manufacturer: Febco<br>Price for Testing | Not Applicable - Service Item |
| 151 | 153. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>South Fulton Multipurpose Center<br>Assembly #: P1-2510130001 Bldg #: B251013<br>Type of BFP: RPZ Size: 1"<br>Manufacturer: Wilkins<br>Price for Testing | Not Applicable - Service Item |

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|---|---|---|
| 152 | 154. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>South Fulton Multipurpose Center<br>Assembly #: P1-2510130002 Bldg #: B251013<br>Type of BFP: RPZ Size: 3"<br>Manufacturer: Wilkins<br>Price for Testing | Not Applicable - Service Item |
| 153 | 155. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>South Fulton Multipurpose Center<br>Assembly #: P1-2510130003 Bldg #: B251013<br>Type of BFP: RPZ Size: 2-1/2"<br>Manufacturer: Wilkins<br>Price for Testing | Not Applicable - Service Item |
| 154 | 156. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>South Fulton Multipurpose Center<br>Assembly #: P1-2510130004 Bldg #: B251013<br>Type of BFP: RPZ Size: 2"<br>Manufacturer: Wilkins<br>Price for Testing | Not Applicable - Service Item |
| 155 | 157. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>South Fulton Regional Library<br>Assembly #: P1-2510130004 Bldg #: B251013<br>Type of BFP: RPZ Size: 2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |

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|---|---|---|
| 156 | 158. Provide on-site Testing and Repair of Backflow Devices (South Zone) South Fulton Service Center Assembly #: P1-6020130001 Bldg #: B602013 Type of BFP: Size: 2" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 157 | 159. Provide on-site Testing and Repair of Backflow Devices (South Zone) South Fulton Service Center Assembly #: P1-6020130002 Bldg #: B602013 Type of BFP: Size: 6" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 158 | 160. Provide on-site Testing and Repair of Backflow Devices (South Zone) South Fulton Service Center Assembly #: P1-6020130003 Bldg #: B602013 Type of BFP: Size: 3/4" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 159 | 161. Provide on-site Testing and Repair of Backflow Devices (South Zone) South Fulton Service Center Assembly #: P1-6020130004 Bldg #: B602013 Type of BFP: Size: 1-1/2" Manufacturer: Price for Testing | Not Applicable - Service Item |

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|---|---|---|
| 160 | 162. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>South Training Center<br>Assembly #: P1-3080330001 Bldg #: B308033<br>Type of BFP: Size: 2-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 161 | 163. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>South Training Center<br>Assembly #: P1-3080330002 Bldg #: B308033<br>Type of BFP: Size: 1-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 162 | 164. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>South Training Center<br>Assembly #: P1-3080330003 Bldg #: B308033<br>Type of BFP: Size: 3/4"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 163 | 165. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Southeast Neighborhood Senior Center<br>Assembly #: P1-3730120005 Bldg #: B373013<br>Type of BFP: DCVA Size: 1"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |

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| 164 | 166. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Southeast Neighborhood Senior Center<br>Assembly #: P1-3730130001 Bldg #: B373013<br>Type of BFP: DCVA Size: 2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 165 | 167. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Southeast Neighborhood Senior Center<br>Assembly #: P1-3730130002 Bldg #: B373013<br>Type of BFP: DCDA Size: 6"<br>Manufacturer: Ames<br>Price for Testing | Not Applicable - Service Item |
| 166 | 168. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Southeast Neighborhood Senior Center<br>Assembly #: P1-3730130003 Bldg #: B373013<br>Type of BFP: RPZ Size: 1-1/2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 167 | 169. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Southeast Neighborhood Senior Center<br>Assembly #: P1-3730130004 Bldg #: B373013<br>Type of BFP: DCV Size: 3/4"<br>Manufacturer: Ames<br>Price for Testing | Not Applicable - Service Item |

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| 168 | 170. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Southwest Arts Center<br>Assembly #: P1-3800130001 Bldg #: B380013<br>Type of BFP: DCDA Size: 8"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 169 | 171. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Southwest Arts Center<br>Assembly #: P1-3800130002 Bldg #: B380013<br>Type of BFP: DCVA Size: 2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 170 | 172. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Southwest Arts Center<br>Assembly #: P1-3800130003 Bldg #: B380013<br>Type of BFP: DCVA Size: 1"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 171 | 173. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Southwest Regional Library<br>Assembly #: P1-4400130001 Bldg #: B440013<br>Type of BFP: Size: 2-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |

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|---|---|---|
| 172 | 174. Provide on-site Testing and Repair of Backflow Devices (South Zone) Southwest Regional Library Assembly #: P1-4400130002 Bldg #: B440013 Type of BFP: Size: 8" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 173 | 175. Provide on-site Testing and Repair of Backflow Devices (South Zone) Southwest Regional Library Assembly #: P1-4400130003 Bldg #: B440013 Type of BFP: DCVA Size: 2" Manufacturer: Watts Price for Testing | Not Applicable - Service Item |
| 174 | 176. Provide on-site Testing and Repair of Backflow Devices (South Zone) Southwest Regional Library Assembly #: P1-4400130004 Bldg #: B440013 Type of BFP: Size: 1" Manufacturer: Price for Testing | Not Applicable - Service Item |
| 175 | 177. Provide on-site Testing and Repair of Backflow Devices (South Zone) New Senior Center (Facility Name is under review) ssembly #: P1-4230130001 Bldg #: B423013 Type of BFP: Size: 1" Manufacturer: Price for Testing | Not Applicable - Service Item |

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|---|---|---|
| 176 | 178. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>Palmetto Library<br>Assembly #: P1-2350130001 Bldg #: B414023<br>Type of BFP: Size: 2-1/2"<br>Manufacturer:<br>Price for Testing | Not Applicable - Service Item |
| 177 | 179. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>4700 North Point Pkwy<br>Assembly #: P1-37301200005 Bldg #: B602122<br>Type of BFP: DCVA Size: 1"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 178 | 180. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>4700 North Point Pkwy<br>Assembly #: P1-3730130001 Bldg #: B602122<br>Type of BFP: DCVA Size: 2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 179 | 181. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>4700 North Point Pkwy<br>Assembly #: P1-3730130002 Bldg #: B602122<br>Type of BFP: DCDA Size: 6"<br>Manufacturer: Ames<br>Price for Testing | Not Applicable - Service Item |

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| 180 | 182. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>4700 North Point Pkwy<br>Assembly #: P1-3730130003 Bldg #: B602122<br>Type of BFP: RPZ Size: 1-1/2"<br>Manufacturer: Watts<br>Price for Testing | Not Applicable - Service Item |
| 181 | 183. Provide on-site Testing and Repair of Backflow Devices (South Zone)<br>4700 North Point Pkwy<br>Assembly #: P1-3730130004 Bldg #: B602122<br>Type of BFP: DCV Size: 3/4"<br>Manufacturer: Ames<br>Price for Testing | Not Applicable - Service Item |

# B&W Mechanical Contractors Inc

**Project 1**

**Central Zone (Central Zone)**

| UOM | Item No | Quote type | Manufacturer | Part # | Quantity | Price | Total Cost |
|---|---|---|---|---|---|---|---|
| Each | 1 | Bid | Watts | | 1 | 120 | 120 |
| Each | 2 | Bid | Ames | | 1 | 120 | 120 |
| Each | 3 | Bid | | | 1 | 140 | 140 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 4 | Bid | conbraco | 1 | 110 | 110 |
| Each | 5 | Bid | Conbraco | 1 | 110 | 110 |
| Each | 6 | Bid | conbraco | 1 | 110 | 110 |
| Each | 7 | Bid | Concraco | 1 | 110 | 110 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 8 | Bid | Watts | 1 | 140 | 140 |
| Each | 9 | Bid | Ames | 1 | 140 | 140 |
| Each | 10 | Bid | Ames | 1 | 140 | 140 |
| Each | 11 | Bid | Watts | 1 | 115 | 115 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 12 | Bid | Ames | 1 | 115 | 115 |
| Each | 13 | Bid | Ames | 1 | 115 | 115 |
| Each | 14 | Bid | Ames | 1 | 140 | 140 |
| Each | 15 | Bid | Watts | 1 | 115 | 115 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 16 | Bid | Watts | 1 | 115 | 115 |
| Each | 17 | Bid | Watts | 1 | 115 | 115 |
| Each | 18 | Bid | Watts | 1 | 110 | 110 |
| Each | 19 | Bid | Watts | 1 | 110 | 110 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 20 | Bid | Watts | 1 | 110 | 110 |
| Each | 21 | Bid | Watts | 1 | 110 | 110 |
| Each | 22 | Bid | Wilkins | 1 | 110 | 110 |
| Each | 23 | Bid | Watts | 1 | 110 | 110 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 24 | Bid | Watts | 1 | 110 | 110 |
| Each | 25 | Bid | Watts | 1 | 110 | 110 |
| Each | 26 | Bid | Watts | 1 | 110 | 110 |
| Each | 27 | Bid | Ames | 1 | 115 | 115 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 28 | Bid | Watts | 1 | 115 | 115 |
| Each | 29 | Bid | Watts | 1 | 115 | 115 |
| Each | 30 | Bid | Watts | 1 | 105 | 105 |
| Each | 31 | Bid | Watts | 1 | 105 | 105 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 32 | Bid | Ames | 1 | 105 | 105 |
| Each | 33 | Bid | Watts | 1 | 105 | 105 |
| Each | 34 | Bid | Watts | 1 | 105 | 105 |
| Each | 35 | Bid | Watts | 1 | 105 | 105 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 36 | Bid | Watts | 1 | 140 | 140 |
| Each | 37 | Bid | | 1 | 140 | 140 |
| Each | 38 | Bid | | 1 | 140 | 140 |
| Each | 39 | Bid | | 1 | 120 | 120 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Each | 40 | Bid | | | 1 | 120 | 120 |
| Each | 41 | Bid | Febco | | 1 | 140 | 140 |

**Group Total : $ 4835**

| | North Zone (North Zone) | | | | | | |
|---|---|---|---|---|---|---|---|
| **UOM** | **Item No** | **Quote type** | **Manufacturer** | **Part #** | **Quantity** | **Price** | **Total Cost** |
| Each | 42 | Bid | | | 1 | 105 | 105 |
| Each | 43 | Bid | Watts | | 1 | 105 | 105 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 44 | Bid | Watts | 1 | 105 | 105 |
| Each | 45 | Bid | | 1 | 105 | 105 |
| Each | 46 | Bid | | 1 | 105 | 105 |
| Each | 47 | Bid | | 1 | 105 | 105 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 48 | Bid | 1 | 120 | 120 |
| Each | 49 | Bid | 1 | 120 | 120 |
| Each | 50 | Bid | 1 | 115 | 115 |
| Each | 51 | Bid | 1 | 115 | 115 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 52 | Bid | | 1 | 115 | 115 |
| Each | 53 | Bid | Watts | 1 | 140 | 140 |
| Each | 54 | Bid | Watts | 1 | 140 | 140 |
| Each | 55 | Bid | Wilkins | 1 | 105 | 105 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 56 | Bid | Wilkins | 1 | 105 | 105 |
| Each | 57 | Bid | Febco | 1 | 105 | 105 |
| Each | 58 | Bid | Watts | 1 | 105 | 105 |
| Each | 59 | Bid | Wilkins | 1 | 105 | 105 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 60 | Bid | Wilkins | 1 | 115 | 115 |
| Each | 61 | Bid | | 1 | 115 | 115 |
| Each | 62 | Bid | Watts | 1 | 115 | 115 |
| Each | 63 | Bid | | 1 | 115 | 115 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 64 | Bid | | 1 | 115 | 115 |
| Each | 65 | Bid | Watts | 1 | 115 | 115 |
| Each | 66 | Bid | | 1 | 120 | 120 |
| Each | 67 | Bid | | 1 | 120 | 120 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 68 | Bid | Watts | 1 | 105 | 105 |
| Each | 69 | Bid | Wilkins | 1 | 105 | 105 |
| Each | 70 | Bid | Wilkins | 1 | 105 | 105 |
| Each | 71 | Bid | Wilkins | 1 | 105 | 105 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 72 | Bid | Wilkins | 1 | 105 | 105 |
| Each | 73 | Bid | Wilkins | 1 | 110 | 110 |
| Each | 74 | Bid | | 1 | 110 | 110 |
| Each | 75 | Bid | | 1 | 110 | 110 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 76 | Bid | 1 | 110 | 110 |
| Each | 77 | Bid | 1 | 140 | 140 |
| Each | 78 | Bid | 1 | 140 | 140 |
| Each | 79 | Bid | 1 | 120 | 120 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 80 | Bid | | 1 | 120 | 120 |
| Each | 81 | Bid | Watts | 1 | 105 | 105 |
| Each | 82 | Bid | Watts | 1 | 105 | 105 |
| Each | 83 | Bid | Watts | 1 | 105 | 105 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 84 | Bid | Febco | 1 | 105 | 105 |
| Each | 85 | Bid | Watts | 1 | 105 | 105 |
| Each | 86 | Bid | | 1 | 120 | 120 |
| Each | 87 | Bid | | 1 | 120 | 120 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 88 | Bid | 1 | 110 | 110 |
| Each | 89 | Bid | 1 | 110 | 110 |
| Each | 90 | Bid | 1 | 110 | 110 |
| Each | 91 | Bid | 1 | 110 | 110 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 92 | Bid | | 1 | 120 | 120 |
| Each | 93 | Bid | | 1 | 120 | 120 |
| Each | 94 | Bid | | 1 | 105 | 105 |
| Each | 95 | Bid | Watts | 1 | 105 | 105 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Each | 96 | Bid | Wilkins | 1 | 105 | 105 |
| Each | 97 | Bid | | 1 | 105 | 105 |
| Each | 98 | Bid | | 1 | 105 | 105 |
| Each | 99 | Bid | | 1 | 140 | 140 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 100 | Bid | 1 | 115 | 115 |
| Each | 101 | Bid | 1 | 115 | 115 |
| Each | 102 | Bid | 1 | 115 | 115 |
| Each | 103 | Bid | 1 | 140 | 140 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 104 | Bid | 1 | 140 | 140 |
| Each | 105 | Bid | 1 | 140 | 140 |
| Each | 106 | Bid | 1 | 140 | 140 |
| Each | 107 | Bid | 1 | 140 | 140 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Each | 108 | Bid | | | 1 | 140 | 140 |

**Group Total : $ 7730**

| | South Zone (South Zone) | | | | | | |
|---|---|---|---|---|---|---|---|
| **UOM** | **Item No** | **Quote type** | **Manufacturer** | **Part #** | **Quantity** | **Price** | **Total Cost** |
| Each | 109 | Bid | | | 1 | 140 | 140 |
| Each | 110 | Bid | | | 1 | 140 | 140 |
| Each | 111 | Bid | | | 1 | 140 | 140 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 112 | Bid | 1 | 120 | 120 |
| Each | 113 | Bid | 1 | 120 | 120 |
| Each | 114 | Bid | 1 | 120 | 120 |
| Each | 115 | Bid | 1 | 120 | 120 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 116 | Bid | 1 | 120 | 120 |
| Each | 117 | Bid | 1 | 120 | 120 |
| Each | 118 | Bid | 1 | 140 | 140 |
| Each | 119 | Bid | 1 | 140 | 140 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 120 | Bid | 1 | 140 | 140 |
| Each | 121 | Bid | 1 | 105 | 105 |
| Each | 122 | Bid | 1 | 105 | 105 |
| Each | 123 | Bid | 1 | 105 | 105 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 124 | Bid | 1 | 105 | 105 |
| Each | 125 | Bid | 1 | 105 | 105 |
| Each | 126 | Bid | 1 | 140 | 140 |
| Each | 127 | Bid | 1 | 120 | 120 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 128 | Bid | 1 | 120 | 120 |
| Each | 129 | Bid | 1 | 140 | 140 |
| Each | 130 | Bid | 1 | 120 | 120 |
| Each | 131 | Bid | 1 | 120 | 120 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 132 | Bid | 1 | 110 | 110 |
| Each | 133 | Bid | 1 | 110 | 110 |
| Each | 134 | Bid | 1 | 110 | 110 |
| Each | 135 | Bid | 1 | 110 | 110 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 136 | Bid | 1 | 140 | 140 |
| Each | 137 | Bid | 1 | 110 | 110 |
| Each | 138 | Bid | 1 | 110 | 110 |
| Each | 139 | Bid | 1 | 110 | 110 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 140 | Bid | 1 | 110 | 110 |
| Each | 141 | Bid | 1 | 115 | 115 |
| Each | 142 | Bid | 1 | 115 | 115 |
| Each | 143 | Bid | 1 | 115 | 115 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 144 | Bid | 1 | 120 | 120 |
| Each | 145 | Bid | 1 | 120 | 120 |
| Each | 146 | Bid | 1 | 140 | 140 |
| Each | 147 | Bid | 1 | 110 | 110 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 148 | Bid | 1 | 110 | 110 |
| Each | 149 | Bid | 1 | 110 | 110 |
| Each | 150 | Bid | 1 | 110 | 110 |
| Each | 151 | Bid | 1 | 110 | 110 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 152 | Bid | 1 | 110 | 110 |
| Each | 153 | Bid | 1 | 110 | 110 |
| Each | 154 | Bid | 1 | 110 | 110 |
| Each | 155 | Bid | 1 | 140 | 140 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 156 | Bid | 1 | 110 | 110 |
| Each | 157 | Bid | 1 | 110 | 110 |
| Each | 158 | Bid | 1 | 110 | 110 |
| Each | 159 | Bid | 1 | 110 | 110 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 160 | Bid | 1 | 115 | 115 |
| Each | 161 | Bid | 1 | 115 | 115 |
| Each | 162 | Bid | 1 | 115 | 115 |
| Each | 163 | Bid | 1 | 105 | 105 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 164 | Bid | 1 | 105 | 105 |
| Each | 165 | Bid | 1 | 105 | 105 |
| Each | 166 | Bid | 1 | 105 | 105 |
| Each | 167 | Bid | 1 | 105 | 105 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 168 | Bid | 1 | 115 | 115 |
| Each | 169 | Bid | 1 | 115 | 115 |
| Each | 170 | Bid | 1 | 115 | 115 |
| Each | 171 | Bid | 1 | 110 | 110 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 172 | Bid | 1 | 110 | 110 |
| Each | 173 | Bid | 1 | 110 | 110 |
| Each | 174 | Bid | 1 | 110 | 110 |
| Each | 175 | Bid | 1 | 140 | 140 |

| | | | | | |
|---|---|---|---|---|---|
| Each | 176 | Bid | 1 | 140 | 140 |
| Each | 177 | Bid | 1 | 105 | 105 |
| Each | 178 | Bid | 1 | 105 | 105 |
| Each | 179 | Bid | 1 | 105 | 105 |

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|---|---|---|---|---|---|
| Each | 180 | Bid | 1 | 105 | 105 |
| Each | 181 | Bid | 1 | 105 | 105 |

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| | **Group Total : $ 8510** |
| | **Project Total : $ 21075** |

| Bid Rank | Vendor Comment |
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| Bid Rank | Vendor Comment |
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| Bid Rank | Vendor Comment |
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| **Buyer Comment** |

| **Maxair** | |
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| **Project 1** | |
| **Central Zone (Central Zone** | |
| **Item No** | **Quote type** |
| 1 | Bid |
| 2 | Bid |
| 3 | Bid |

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|---|---|
| 4 | Bid |
| 5 | Bid |
| 6 | Bid |
| 7 | Bid |

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|---|---|
| 8 | Bid |
| 9 | Bid |
| 10 | Bid |
| 11 | Bid |

12 Bid

13 Bid

14 Bid

15 Bid

16 Bid

17 Bid

18 Bid

19 Bid

20 Bid

21 Bid

22 Bid

23 Bid

24 Bid

25 Bid

26 Bid

27 Bid

28 Bid

29 Bid

30 Bid

31 Bid

32 Bid

33 Bid

34 Bid

35 Bid

36 Bid

37 Bid

38 Bid

39 Bid

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| 40 | Bid |
| 41 | Bid |

**Group Total : $ 3075**

| Buyer Comment |
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| North Zone (North Zone) | |
|---|---|
| **Item No** | **Quote type** |
| 42 | Bid |
| 43 | Bid |

44 Bid

45 Bid

46 Bid

47 Bid

48 Bid

49 Bid

50 Bid

51 Bid

52 Bid

53 Bid

54 Bid

55 Bid

56 Bid

57 Bid

58 Bid

59 Bid

60 Bid

61 Bid

62 Bid

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96 Bid

97 Bid

98 Bid

99 Bid

100 Bid

101 Bid

102 Bid

103 Bid

104 Bid

105 Bid

106 Bid

107 Bid

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|---|---|
| 108 | Bid |

**Group Total : $ 5025**

| Buyer Comment |
|---|

| South Zone (South Zone) | |
|---|---|
| **Item No** | **Quote type** |
| 109 | Bid |
| 110 | Bid |
| 111 | Bid |

112 Bid

113 Bid

114 Bid

115 Bid

116 Bid

117 Bid

118 Bid

119 Bid

120 Bid

121 Bid

122 Bid

123 Bid

124 Bid

125 Bid

126 Bid

127 Bid

128 Bid

129 Bid

130 Bid

131 Bid

132 Bid

133 Bid

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135 Bid

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142 Bid

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144 Bid

145 Bid

146 Bid

147 Bid

148 Bid

149 Bid

150 Bid

151 Bid

152 Bid

153 Bid

154 Bid

155 Bid

156 Bid

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160 Bid

161 Bid

162 Bid

163 Bid

164 Bid

165 Bid

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167 Bid

168 Bid

169 Bid

170 Bid

171 Bid

172 Bid

173 Bid

174 Bid

175 Bid

176 Bid

177 Bid

178 Bid

179 Bid

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|---|---|---|
| | 180 | Bid |
| | 181 | Bid |
| | | **Group Total : $ 5475** |
| | | **Project Total : $ 13575** |

| Manufacturer | Part # | Quantity | Price | Total Cost | Bid Rank |
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| | | 1 | 75 | 75 | 1 |
| | | 1 | 75 | 75 | 1 |
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| Manufacturer | Part # | Quantity | Price | Total Cost | Bid Rank |
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| | | 1 | 75 | 75 | 1 |

| Manufacturer | Part # | Quantity | Price | Total Cost | Bid Rank |
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**Vendor Comment**

**Vendor Comment**

**Vendor Comment**



**Buyer Comment**

**Buyer Comment**

| Project Name | Group ID/Name | Manufacturer | Part # |
|---|---|---|---|
| Project 1 | Central Zone - Central Zone | | |
| Project 1 | Central Zone - Central Zone | | |
| Project 1 | Central Zone - Central Zone | | |
| Project 1 | Central Zone - Central Zone | | |
| Project 1 | Central Zone - Central Zone | * = Mandatory | |
| Project 1 | Central Zone - Central Zone | | |
| Project 1 | Central Zone - Central Zone | | |
| Project 1 | Central Zone - Central Zone | | |
| Project 1 | Central Zone - Central Zone |

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| Project 1 | North Zone - North Zone |
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| Project 1 | North Zone - North Zone |
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| Project 1 | North Zone - North Zone |
| Project 1 | South Zone - South Zone |
| Project 1 | South Zone - South Zone |
| Project 1 | South Zone - South

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| Project 1 | South Zone - South Zone |
| Project 1 | South Zone - South Zone |
| Project 1 | South Zone - South Zone |

| Brand Preference | Delivery Address | City | Country |
|---|---|---|---|
| Not Applicable - Service Item | 101 Auburn Avenue | Atlanta | United States |
| Not Applicable - Service Item | 101 Auburn Avenue | Atlanta | United States |
| Not Applicable - Service Item | 101 Auburn Avenue | Atlanta | United States |
| Not Applicable - Service Item | 1 Margaret Mitchell Sq | Atlanta | United States |
| Not Applicable - Service Item | 1 Margaret Mitchell Sq | Atlanta | United States |
| Not Applicable - Service Item | 1 Margaret Mitchell Sq | Atlanta | United States |
| Not Applicable - Service Item | 1 Margaret Mitchell Sq | Atlanta | United States |
| Not Applicable - Service Item | 160 Pryor Street SW | Atlanta | United States |
| Not Applicable - Service Item | 141 Pryor Street SW | Atlanta | United States |
| Not Applicable - Service Item | 141 Pryor Street SW | Atlanta | United States |
| Not Applicable - Service Item | 141 Pryor Street SW | Atlanta | United States |
| Not Applicable - Service Item | 141 Pryor Street SW | Atlanta | United States |
| Not Applicable - Service Item | 141 Pryor Street SW | Atlanta | United States |
| Not Applicable - Service Item | 130 Peachtree Street SW | Atlanta | United States |
| Not Applicable - Service Item | 141 Pryor Street SW | Atlanta | United States |
| Not Applicable - Service Item | 141 Pryor Street SW | Atlanta | United States |
| Not Applicable - Service Item | 141 Pryor Street SW | Atlanta | United States |
| Not Applicable - Service Item | 515 John Wesley Dobbs | Atlanta | United States |
| Not Applicable - Service Item | 515 John Wesley Dobbs | Atlanta | United States |
| Not Applicable - Service Item | 515 John Wesley Dobbs | Atlanta | United States |
| Not Applicable - Service Item | 515 John Wesley Dobbs | Atlanta | United States |
| Not Applicable - Service Item | 515 John Wesley Dobbs | Atlanta | United States |
| Not Applicable - Service Item | 185 Central Avenue | Atlanta | United States |
| Not Applicable - Service Item | 185 Central Avenue | Atlanta | United States |
| Not Applicable - Service Item | 185 Central Avenue | Atlanta | United States |
| Not Applicable - Service Item | 185 Central Avenue | Atlanta | United States |
| Not Applicable - Service Item | 395 Pryor Street | Atlanta | United States |
| Not Applicable - Service Item | 395 Pryor Street | Atlanta | United States |
| Not Applicable - Service Item | 395 Pryor Street | Atlanta | United States |
| Not Applicable - Service Item | 430 Pryor Street | Atlanta | United States |
| Not Applicable - Service Item | 430 Pryor Street | Atlanta | United States |
| Not Applicable - Service Item | 430 Pryor Street | Atlanta | United States |
| Not Applicable - Service Item | 430 Pryor Street | Atlanta | United States |
| Not Applicable - Service Item | 430 Pryor Street | Atlanta | United States |
| Not Applicable - Service Item | 137 Peachtree Street SW | Atlanta | United States |
| Not Applicable - Service Item | 137 Peachtree Street SW | Atlanta | United States |
| Not Applicable - Service Item | 1332 Metropolitan Pkwy SW | Atlanta | United States |
| Not Applicable - Service Item | 1463  Pryor Street | Atlanta | United States |
| Not Applicable - Service Item | 525 Peeples St. SW | Atlanta | United States |
| Not Applicable - Service Item | 525 Peeples St. SW | Atlanta | United States |
| Not Applicable - Service Item | 3977 Aviation Circle | Atlanta | United States |
| Not Applicable - Service Item | 3920 Airway Drive | Atlanta | United States |
| Not Applicable - Service Item | 3920 Airway Drive | Atlanta | United States |
| Not Applicable - Service Item | 3920 Airway Drive | Atlanta | United States |
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| Not Applicable - Service Item | 3920 Airway Drive | Atlanta | United States |

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| Not Applicable - Service Item | 3920 Airway Drive | Atlanta | United States |
| Not Applicable - Service Item | 269 Buckhead Ave NE | Atlanta | United States |
| Not Applicable - Service Item | 269 Buckhead Ave NE | Atlanta | United States |
| Not Applicable - Service Item | 895 Marietta Blvd | Atlanta | United States |
| Not Applicable - Service Item | 895 Marietta Blvd | Atlanta | United States |
| Not Applicable - Service Item | 895 Marietta Blvd | Atlanta | United States |
| Not Applicable - Service Item | 1838 Donald L. Hollowell Pky | Atlanta | United States |
| Not Applicable - Service Item | 1953 Bankhead Hwy NW | Atlanta | United States |
| Not Applicable - Service Item | 6500 Vernon Woods Dr. | Atlanta | United States |
| Not Applicable - Service Item | 6500 Vernon Woods Dr. | Atlanta | United States |
| Not Applicable - Service Item | 6500 Vernon Woods Dr. | Atlanta | United States |
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| Not Applicable - Service Item | 6500 Vernon Woods Dr. | Atlanta | United States |
| Not Applicable - Service Item | 6500 Vernon Woods Dr. | Atlanta | United States |
| Not Applicable - Service Item | 3965 Aero Dr. | Atlanta | United States |
| Not Applicable - Service Item | 3965 Aero Dr. | Atlanta | United States |
| Not Applicable - Service Item | 3965 Aero Dr. | Atlanta | United States |
| Not Applicable - Service Item | 3929 Aviation Circle | Atlanta | United States |
| Not Applicable - Service Item | 3929 Aviation Circle | Atlanta | United States |
| Not Applicable - Service Item | 677 Fairburn Road NW | Atlanta | United States |
| Not Applicable - Service Item | 677 Fairburn Road NW | Atlanta | United States |
| Not Applicable - Service Item | 677 Fairburn Road NW | Atlanta | United States |
| Not Applicable - Service Item | 677 Fairburn Road NW | Atlanta | United States |
| Not Applicable - Service Item | 677 Fairburn Road NW | Atlanta | United States |
| Not Applicable - Service Item | 11 Kirkwood Road | Atlanta | United States |
| Not Applicable - Service Item | 11 Kirkwood Road | Atlanta | United States |
| Not Applicable - Service Item | 11 Kirkwood Road | Atlanta | United States |
| Not Applicable - Service Item | 11 Kirkwood Road | Atlanta | United States |
| Not Applicable - Service Item | 745 Orr Street NW | Atlanta | United States |
| Not Applicable - Service Item | 2181 Strickland Rd | Roswell | United States |
| Not Applicable - Service Item | 7741 Roswell Road | Roswell | United States |
| Not Applicable - Service Item | 7741 Roswell Road | Roswell | United States |
| Not Applicable - Service Item | 9560 Spruill Road | Alpharetta | United States |
| Not Applicable - Service Item | 9560 Spruill Road | Alpharetta | United States |
| Not Applicable - Service Item | 9560 Spruill Road | Alpharetta | United States |
| Not Applicable - Service Item | 9560 Spruill Road | Alpharetta | United States |
| Not Applicable - Service Item | 9560 Spruill Road | Alpharetta | United States |
| Not Applicable - Service Item | 3295 Northside Pkwy NW | Atlanta | United States |
| Not Applicable - Service Item | 3295 Northside Pkwy NW | Atlanta | United States |
| Not Applicable - Service Item | 5090 Abbotts Bridge Rd | Alpharetta | United States |
| Not Applicable - Service Item | 5090 Abbotts Bridge Rd | Alpharetta | United States |
| Not Applicable - Service Item | 5090 Abbotts Bridge Rd | Alpharetta | United States |
| Not Applicable - Service Item | 5090 Abbotts Bridge Rd | Alpharetta | United States |
| Not Applicable - Service Item | 980 Ponce De Leon Ave | Atlanta | United States |
| Not Applicable - Service Item | 980 Ponce De Leon Ave | Atlanta | United States |

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| Not Applicable - Service Item | 115 Norcross Street | Roswell | United States |
| Not Applicable - Service Item | 115 Norcross Street | Roswell | United States |
| Not Applicable - Service Item | 115 Norcross Street | Roswell | United States |
| Not Applicable - Service Item | 115 Norcross Street | Roswell | United States |
| Not Applicable - Service Item | 115 Norcross Street | Roswell | United States |
| Not Applicable - Service Item | 1250 Warsaw Rd | Roswell | United States |
| Not Applicable - Service Item | 1116 MLK King Dr. | Atlanta | United States |
| Not Applicable - Service Item | 1116 MLK King Dr. | Atlanta | United States |
| Not Applicable - Service Item | 1116 MLK King Dr. | Atlanta | United States |
| Not Applicable - Service Item | 3900 Aviation Circle NW | Atlanta | United States |
| Not Applicable - Service Item | 2489 Perry Blvd NW | Atlanta | United States |
| Not Applicable - Service Item | 2301 Holcomb Bridge Rd | Roswell | United States |
| Not Applicable - Service Item | 10 Park Plaza | Alpharetta | United States |
| Not Applicable - Service Item | 855 Mayfield Rd | Alpharetta | United States |
| Not Applicable - Service Item | 11575 Maxwell Rd | Alpharetta | United States |
| Not Applicable - Service Item | 4300 Herschel Rd | College Park | United States |
| Not Applicable - Service Item | 2231 Campbellton Rd | Atlanta | United States |
| Not Applicable - Service Item | 2231 Campbellton Rd | Atlanta | United States |
| Not Applicable - Service Item | 3424 MLK Jr. Dr. | Atlanta | United States |
| Not Applicable - Service Item | 3424 MLK Jr. Dr. | Atlanta | United States |
| Not Applicable - Service Item | 4320 Herschel Rd | College Park | United States |
| Not Applicable - Service Item | 4320 Herschel Rd | College Park | United States |
| Not Applicable - Service Item | 425 Langhorne Street SW | Atlanta | United States |
| Not Applicable - Service Item | 425 Langhorne Street SW | Atlanta | United States |
| Not Applicable - Service Item | 4645 Butner Rd | College Park | United States |
| Not Applicable - Service Item | 7536 Cochran Rd | College Park | United States |
| Not Applicable - Service Item | 3647 Main Street | College Park | United States |
| Not Applicable - Service Item | 1920 John Wesley Ave | College Park | United States |
| Not Applicable - Service Item | 1920 John Wesley Ave | College Park | United States |
| Not Applicable - Service Item | 1920 John Wesley Ave | College Park | United States |
| Not Applicable - Service Item | 1920 John Wesley Ave | College Park | United States |
| Not Applicable - Service Item | 1920 John Wesley Ave | College Park | United States |
| Not Applicable - Service Item | 3350 Cascade-Palmetto Hwy | College Park | United States |
| Not Applicable - Service Item | 2757 Main Street | East Point | United States |
| Not Applicable - Service Item | 2757 Main Street | East Point | United States |
| Not Applicable - Service Item | 1757 Washington Rd | East Point | United States |
| Not Applicable - Service Item | 60 Valley View Dr. | Fairburn | United States |
| Not Applicable - Service Item | 60 Valley View Dr. | Fairburn | United States |
| Not Applicable - Service Item | 2885 Church Street | East Point | United States |
| Not Applicable - Service Item | 2885 Church Street | East Point | United States |
| Not Applicable - Service Item | 2885 Church Street | East Point | United States |
| Not Applicable - Service Item | 2885 Church Street | East Point | United States |
| Not Applicable - Service Item | 525 King Arnold Street | Hapeville | United States |
| Not Applicable - Service Item | 527 King Arnold Street | Hapeville | United States |
| Not Applicable - Service Item | 527 King Arnold Street | Hapeville | United States |
| Not Applicable - Service Item | 527 King Arnold Street | Hapeville | United States |
| Not Applicable - Service Item | 527 King Arnold Street | Hapeville | United States |

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| Not Applicable - Service Item | 510 Turner Ave | Palmetto | United States |
| Not Applicable - Service Item | 510 Turner Ave | Palmetto | United States |
| Not Applicable - Service Item | 510 Turner Ave | Palmetto | United States |
| Not Applicable - Service Item | 4001 Danforth Rd SW | Atlanta | United States |
| Not Applicable - Service Item | 4001 Danforth Rd SW | Atlanta | United States |
| Not Applicable - Service Item | 3100 Enon Rd SW | Atlanta | United States |
| Not Applicable - Service Item | 1636 Connally Dr. | East Point | United States |
| Not Applicable - Service Item | 1636 Connally Dr. | East Point | United States |
| Not Applicable - Service Item | 1636 Connally Dr. | East Point | United States |
| Not Applicable - Service Item | 1636 Connally Dr. | East Point | United States |
| Not Applicable - Service Item | 4255 Will Lee Rd | College Park | United States |
| Not Applicable - Service Item | 4255 Will Lee Rd | College Park | United States |
| Not Applicable - Service Item | 4255 Will Lee Rd | College Park | United States |
| Not Applicable - Service Item | 4255 Will Lee Rd | College Park | United States |
| Not Applicable - Service Item | 4055 Flat Shoals Rd SW | Union City | United States |
| Not Applicable - Service Item | 5600 Stonewall Tell rd | College Park | United States |
| Not Applicable - Service Item | 5600 Stonewall Tell rd | College Park | United States |
| Not Applicable - Service Item | 5600 Stonewall Tell rd | College Park | United States |
| Not Applicable - Service Item | 5600 Stonewall Tell rd | College Park | United States |
| Not Applicable - Service Item | 2605 Fairburn Rd Sw | Atlanta | United States |
| Not Applicable - Service Item | 2605 Fairburn Rd Sw | Atlanta | United States |
| Not Applicable - Service Item | 2605 Fairburn Rd Sw | Atlanta | United States |
| Not Applicable - Service Item | 1650 New Town Circle | Atlanta | United States |
| Not Applicable - Service Item | 1650 New Town Circle | Atlanta | United States |
| Not Applicable - Service Item | 1650 New Town Circle | Atlanta | United States |
| Not Applicable - Service Item | 1650 New Town Circle | Atlanta | United States |
| Not Applicable - Service Item | 1650 New Town Circle | Atlanta | United States |
| Not Applicable - Service Item | 915 New Hope Rd. SW | Atlanta | United States |
| Not Applicable - Service Item | 915 New Hope Rd. SW | Atlanta | United States |
| Not Applicable - Service Item | 915 New Hope Rd. SW | Atlanta | United States |
| Not Applicable - Service Item | 3665 Cascade Rd. SW | Atlanta | United States |
| Not Applicable - Service Item | 3665 Cascade Rd. SW | Atlanta | United States |
| Not Applicable - Service Item | 3665 Cascade Rd. SW | Atlanta | United States |
| Not Applicable - Service Item | 3665 Cascade Rd. SW | Atlanta | United States |
| Not Applicable - Service Item | 2893 Lakewood Ave. SW | Atlanta | United States |
| Not Applicable - Service Item | 9111 Cascade Palmetto Hwy | Palmetto | United States |
| Not Applicable - Service Item | 4700 North Point Pkwy | Alpharetta | United States |
| Not Applicable - Service Item | 4700 North Point Pkwy | Alpharetta | United States |
| Not Applicable - Service Item | 4700 North Point Pkwy | Alpharetta | United States |
| Not Applicable - Service Item | 4700 North Point Pkwy | Alpharetta | United States |
| Not Applicable - Service Item | 4700 North Point Pkwy | Alpharetta | United States |

| State/Province | Zip/Postal Code |
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| Georgia | 30303 |
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**Description**

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| 1. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Auburn Ave Rese |
| 2. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Auburn Ave Rese |
| 3. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Auburn Ave Rese |
| 4. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Central Libr |
| 5. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Central Libr |
| 6. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Central Libr |
| 7. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Central Libr |
| 8. Provide on-site Testing and Repair of Backflow Devices (Central Zone) | Charles L. Carr |
| 9. Provide on-site Testing and Repair of BackflowMaintenance Services (Central Zone) | Gc |
| 10. Provide on-site Testing and Repair of BackflowMaintenance Services (Central Zone) | G |
| 11. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Governmen |
| 12. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Governmen |
| 13. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Governmen |
| 14. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Government Ce |
| 15. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Government Ce |
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| 17. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Government Ce |
| 18. Provide on-site Testing and Repair of Backflow Devices (Central Zone) | |
| 19. Provide on-site Testing and Repair of Backflow Devices (Central Zone) | |
| 20. Provide on-site Testing and Repair of Backflow Devices (Central Zone) | |
| 21. Provide on-site Testing and Repair of Backflow Devices (Central Zone) | |
| 22. Provide on-site Testing and Repair of Backflow Devices (Central Zone) | |
| 23. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | |
| 24. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | |
| 25. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | |
| 26. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | |
| 27. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Juvenile |
| 28. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Juvenile |
| 29. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | |
| 30. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | |
| 31. Provide on-site Testing and Repair of BackflowDevices (Central Fulton) | Medical Examiner's F |
| 32. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | |
| 33. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | |
| 34. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | |
| 35. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Office of the Pul |
| 36. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Office of the Pul |
| 37. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | Metropolitian Library |
| 38. Provide on-site Fire Sprinkler Protection SystemMaintenance Services (Central Zone) | Southe |
| 39. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | West End Libı |
| 40. Provide on-site Testing and Repair of BackflowDevices (Central Zone) | West End Libı |
| 42. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Airport- FAA, Fi |
| 43. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Airport- Mainte |
| 44. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Airport- Mainte |
| 45. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Airport- Mainte |
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| 48. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Airport- Mainte |
| 49. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Buckhead Libra |
| 50. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Buckhead Libra |
| 51. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Central Mainte |
| 52. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Central Mainte |
| 53. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Central Mainte |
| 54. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Dogwood Libra |
| 55. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Dogwood Neigl |
| 56. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Dorothy C Bens |
| 57. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Dorothy C Bens |
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| 62. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Dorothy C Bens |
| 63. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Dorothy C Bens |
| 64. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Fire Station #19 |
| 65. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Fire Station #19 |
| 66. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Fire Station #19 |
| 67. Provide on-site Testing and Repair of BackflowDevices (North Zone) | DREAM Electro |
| 68. Provide on-site Testing and Repair of BackflowDevices (North Zone) | DREAM Electro |
| 69. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Harriett G. Darı |
| 70. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Harriett G. Darı |
| 71. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Harriett G. Darı |
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| 73. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Harriett G. Darı |
| 74. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Kirkwood Libra |
| 75. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Kirkwood Libra |
| 76. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Kirkwood Libra |
| 77. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Kirkwood Libra |
| 78. Provide on-site Testing and Repair of BackflowDevices (North Zone) | New Horizons M |
| 79. Provide on-site Testing and Repair of BackflowDevices (North Zone) | North Fulton H |
| 80. Provide on-site Testing and Repair of BackflowDevices (North Zone) | North Fulton Se |
| 81. Provide on-site Testing and Repair of BackflowDevices (North Zone) | North Fulton Se |
| 82. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Northeast/Spru |
| 83. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Northeast/Spru |
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| 85. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Northeast/Spru |
| 86. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Northeast/Spru |
| 87. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Northside Libra |
| 88. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Northside Libra |
| 89. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Dr. Robert E. Fu |
| 90. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Dr. Robert E. Fu |
| 91. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Dr. Robert E. Fu |
| 92. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Dr. Robert E. Fu |
| 93. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Ponce De Leon |
| 94. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Ponce De Leon |

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| 95. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Roswell Library |
| 96. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Roswell Library |
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| 99. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Roswell Library |
| 100. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Roswell Neigh |
| 101. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Washington P |
| 102. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Washington P |
| 103. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Washington P |
| 104. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Fulton Count |
| 105. Provide on-site Testing and Repair of BackflowDevices (North Zone) | North West L |
| 106. Provide on-site Testing and Repair of BackflowDevices (North Zone) | East Roswell |
| 107. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Alpharetta Lil |
| 108. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Milton Librar |
| 109. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Water Resour |
| 111. Provide on-site Testing and Repair of BackflowDevices (South Zone) | 4-H Kitchen a |
| 112. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Adams Park L |
| 113. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Adams Park L |
| 114. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Adamsville/C |
| 115. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Adamsville/C |
| 116. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Camp Truitt N |
| 117. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Camp Truitt N |
| 118. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Central Traini |
| 119. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Central Traini |
| 120. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Cliftondale Cc |
| 121. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Cochran Roac |
| 122. Provide on-site Testing and Repair of BackflowDevices (South Zone) | College Park I |
| 123. Provide on-site Testing and Repair of BackflowDevices (South Zone) | College Park I |
| 124. Provide on-site Testing and Repair of BackflowDevices (South Zone) | College Park I |
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| 127. Provide on-site Testing and Repair of BackflowDevices (South Zone) | College Park I |
| 128. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Deep Creek P |
| 129. Provide on-site Testing and Repair of BackflowDevices (South Zone) | East Point Lib |
| 130. Provide on-site Testing and Repair of BackflowDevices (South Zone) | East Point Lib |
| 131. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Extension Ser |
| 132. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Fairburn Hob |
| 133. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Fairburn Hob |
| 134. Provide on-site Testing and Repair of BackflowDevices (South Zone) | H.J.C. Bowder |
| 135. Provide on-site Testing and Repair of BackflowDevices (South Zone) | H.J.C. Bowder |
| 136. Provide on-site Testing and Repair of BackflowDevices (South Zone) | H.J.C. Bowder |
| 137. Provide on-site Testing and Repair of BackflowDevices (South Zone) | H.J.C. Bowder |
| 138. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Hapeville Libr |
| 139. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Hapeville Sen |
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| 143. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Palemetto Ne |
| 144. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Palemetto Ne |
| 145. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Palemetto Ne |
| 146. Provide on-site Testing and Repair of BackflowDevices (South Zone) | QLS Center fc |
| 147. Provide on-site Testing and Repair of BackflowDevices (South Zone) | QLS Center fc |
| 148. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Wolf Creek Li |
| 149. Provide on-site Testing and Repair of BackflowDevices (South Zone) | South Fulton |
| 150. Provide on-site Testing and Repair of BackflowDevices (South Zone) | South Fulton |
| 151. Provide on-site Testing and Repair of BackflowDevices (South Zone) | South Fulton |
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| 161. Provide on-site Testing and Repair of BackflowDevices (South Zone) | South Fulton |
| 162. Provide on-site Testing and Repair of BackflowDevices (South Zone) | South Trainin |
| 163. Provide on-site Testing and Repair of BackflowDevices (South Zone) | South Trainin |
| 164. Provide on-site Testing and Repair of BackflowDevices (South Zone) | South Trainin |
| 165. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Southeast Ne |
| 166. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Southeast Ne |
| 167. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Southeast Ne |
| 168. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Southeast Ne |
| 169. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Southeast Ne |
| 170. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Southwest Ar |
| 171. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Southwest Ar |
| 172. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Southwest Ar |
| 173. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Southwest Re |
| 174. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Southwest Re |
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| 176. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Southwest Re |
| 177. Provide on-site Testing and Repair of BackflowDevices (South Zone) | New Senior C |
| 178. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Palmetto Libr |
| 179. Provide on-site Testing and Repair of BackflowDevices (South Zone) | 4700 North P |
| 180. Provide on-site Testing and Repair of BackflowDevices (South Zone) | 4700 North P |
| 181. Provide on-site Testing and Repair of BackflowDevices (South Zone) | 4700 North P |
| 182. Provide on-site Testing and Repair of BackflowDevices (South Zone) | 4700 North P |
| 183. Provide on-site Testing and Repair of BackflowDevices (South Zone) | 4700 North P |

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| Project Name | Group ID/Name | Item No | Organization Name |
|---|---|---|---|
| Project 1 | Central Zone - Central Zone | 1 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 1 | Maxair |
| Project 1 | Central Zone - Central Zone | 2 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 2 | Maxair |
| Project 1 | Central Zone - Central Zone | 3 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 3 | Maxair |
| Project 1 | Central Zone - Central Zone | 4 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 4 | Maxair |
| Project 1 | Central Zone - Central Zone | 5 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 5 | Maxair |
| Project 1 | Central Zone - Central Zone | 6 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 6 | Maxair |
| Project 1 | Central Zone - Central Zone | 7 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 7 | Maxair |
| Project 1 | Central Zone - Central Zone | 8 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 8 | Maxair |
| Project 1 | Central Zone - Central Zone | 9 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 9 | Maxair |
| Project 1 | Central Zone - Central Zone | 10 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 10 | Maxair |
| Project 1 | Central Zone - Central Zone | 11 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 11 | Maxair |
| Project 1 | Central Zone - Central Zone | 12 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 12 | Maxair |
| Project 1 | Central Zone - Central Zone | 13 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 13 | Maxair |
| Project 1 | Central Zone - Central Zone | 14 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 14 | Maxair |
| Project 1 | Central Zone - Central Zone | 15 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 15 | Maxair |
| Project 1 | Central Zone - Central Zone | 16 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 16 | Maxair |
| Project 1 | Central Zone - Central Zone | 17 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 17 | Maxair |
| Project 1 | Central Zone - Central Zone | 18 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 18 | Maxair |
| Project 1 | Central Zone - Central Zone | 19 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 19 | Maxair |
| Project 1 | Central Zone - Central Zone | 20 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 20 | Maxair |
| Project 1 | Central Zone - Central Zone | 21 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 21 | Maxair |
| Project 1 | Central Zone - Central Zone | 22 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 22 | Maxair |
| Project 1 | Central Zone - Central Zone | 23 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 23 | Maxair |

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|---|---|---|---|
| Project 1 | Central Zone - Central Zone | 24 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 24 | Maxair |
| Project 1 | Central Zone - Central Zone | 25 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 25 | Maxair |
| Project 1 | Central Zone - Central Zone | 26 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 26 | Maxair |
| Project 1 | Central Zone - Central Zone | 27 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 27 | Maxair |
| Project 1 | Central Zone - Central Zone | 28 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 28 | Maxair |
| Project 1 | Central Zone - Central Zone | 29 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 29 | Maxair |
| Project 1 | Central Zone - Central Zone | 30 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 30 | Maxair |
| Project 1 | Central Zone - Central Zone | 31 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 31 | Maxair |
| Project 1 | Central Zone - Central Zone | 32 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 32 | Maxair |
| Project 1 | Central Zone - Central Zone | 33 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 33 | Maxair |
| Project 1 | Central Zone - Central Zone | 34 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 34 | Maxair |
| Project 1 | Central Zone - Central Zone | 35 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 35 | Maxair |
| Project 1 | Central Zone - Central Zone | 36 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 36 | Maxair |
| Project 1 | Central Zone - Central Zone | 37 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 37 | Maxair |
| Project 1 | Central Zone - Central Zone | 38 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 38 | Maxair |
| Project 1 | Central Zone - Central Zone | 39 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 39 | Maxair |
| Project 1 | Central Zone - Central Zone | 40 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 40 | Maxair |
| Project 1 | Central Zone - Central Zone | 41 | B&W Mechanical Contractors Inc |
| Project 1 | Central Zone - Central Zone | 41 | Maxair |
| Project 1 | North Zone - North Zone | 42 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 42 | Maxair |
| Project 1 | North Zone - North Zone | 43 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 43 | Maxair |
| Project 1 | North Zone - North Zone | 44 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 44 | Maxair |
| Project 1 | North Zone - North Zone | 45 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 45 | Maxair |
| Project 1 | North Zone - North Zone | 46 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 46 | Maxair |
| Project 1 | North Zone - North Zone | 47 | B&W Mechanical Contractors Inc |

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|---|---|---|---|
| Project 1 | North Zone - North Zone | 47 | Maxair |
| Project 1 | North Zone - North Zone | 48 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 48 | Maxair |
| Project 1 | North Zone - North Zone | 49 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 49 | Maxair |
| Project 1 | North Zone - North Zone | 50 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 50 | Maxair |
| Project 1 | North Zone - North Zone | 51 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 51 | Maxair |
| Project 1 | North Zone - North Zone | 52 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 52 | Maxair |
| Project 1 | North Zone - North Zone | 53 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 53 | Maxair |
| Project 1 | North Zone - North Zone | 54 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 54 | Maxair |
| Project 1 | North Zone - North Zone | 55 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 55 | Maxair |
| Project 1 | North Zone - North Zone | 56 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 56 | Maxair |
| Project 1 | North Zone - North Zone | 57 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 57 | Maxair |
| Project 1 | North Zone - North Zone | 58 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 58 | Maxair |
| Project 1 | North Zone - North Zone | 59 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 59 | Maxair |
| Project 1 | North Zone - North Zone | 60 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 60 | Maxair |
| Project 1 | North Zone - North Zone | 61 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 61 | Maxair |
| Project 1 | North Zone - North Zone | 62 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 62 | Maxair |
| Project 1 | North Zone - North Zone | 63 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 63 | Maxair |
| Project 1 | North Zone - North Zone | 64 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 64 | Maxair |
| Project 1 | North Zone - North Zone | 65 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 65 | Maxair |
| Project 1 | North Zone - North Zone | 66 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 66 | Maxair |
| Project 1 | North Zone - North Zone | 67 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 67 | Maxair |
| Project 1 | North Zone - North Zone | 68 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 68 | Maxair |
| Project 1 | North Zone - North Zone | 69 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 69 | Maxair |
| Project 1 | North Zone - North Zone | 70 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 70 | Maxair |

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|---|---|---|---|
| Project 1 | North Zone - North Zone | 71 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 71 | Maxair |
| Project 1 | North Zone - North Zone | 72 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 72 | Maxair |
| Project 1 | North Zone - North Zone | 73 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 73 | Maxair |
| Project 1 | North Zone - North Zone | 74 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 74 | Maxair |
| Project 1 | North Zone - North Zone | 75 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 75 | Maxair |
| Project 1 | North Zone - North Zone | 76 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 76 | Maxair |
| Project 1 | North Zone - North Zone | 77 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 77 | Maxair |
| Project 1 | North Zone - North Zone | 78 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 78 | Maxair |
| Project 1 | North Zone - North Zone | 79 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 79 | Maxair |
| Project 1 | North Zone - North Zone | 80 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 80 | Maxair |
| Project 1 | North Zone - North Zone | 81 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 81 | Maxair |
| Project 1 | North Zone - North Zone | 82 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 82 | Maxair |
| Project 1 | North Zone - North Zone | 83 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 83 | Maxair |
| Project 1 | North Zone - North Zone | 84 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 84 | Maxair |
| Project 1 | North Zone - North Zone | 85 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 85 | Maxair |
| Project 1 | North Zone - North Zone | 86 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 86 | Maxair |
| Project 1 | North Zone - North Zone | 87 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 87 | Maxair |
| Project 1 | North Zone - North Zone | 88 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 88 | Maxair |
| Project 1 | North Zone - North Zone | 89 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 89 | Maxair |
| Project 1 | North Zone - North Zone | 90 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 90 | Maxair |
| Project 1 | North Zone - North Zone | 91 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 91 | Maxair |
| Project 1 | North Zone - North Zone | 92 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 92 | Maxair |
| Project 1 | North Zone - North Zone | 93 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 93 | Maxair |
| Project 1 | North Zone - North Zone | 94 | B&W Mechanical Contractors Inc |

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|---|---|---|---|
| Project 1 | North Zone - North Zone | 94 | Maxair |
| Project 1 | North Zone - North Zone | 95 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 95 | Maxair |
| Project 1 | North Zone - North Zone | 96 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 96 | Maxair |
| Project 1 | North Zone - North Zone | 97 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 97 | Maxair |
| Project 1 | North Zone - North Zone | 98 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 98 | Maxair |
| Project 1 | North Zone - North Zone | 99 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 99 | Maxair |
| Project 1 | North Zone - North Zone | 100 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 100 | Maxair |
| Project 1 | North Zone - North Zone | 101 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 101 | Maxair |
| Project 1 | North Zone - North Zone | 102 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 102 | Maxair |
| Project 1 | North Zone - North Zone | 103 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 103 | Maxair |
| Project 1 | North Zone - North Zone | 104 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 104 | Maxair |
| Project 1 | North Zone - North Zone | 105 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 105 | Maxair |
| Project 1 | North Zone - North Zone | 106 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 106 | Maxair |
| Project 1 | North Zone - North Zone | 107 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 107 | Maxair |
| Project 1 | North Zone - North Zone | 108 | B&W Mechanical Contractors Inc |
| Project 1 | North Zone - North Zone | 108 | Maxair |
| Project 1 | South Zone - South Zone | 109 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 109 | Maxair |
| Project 1 | South Zone - South Zone | 110 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 110 | Maxair |
| Project 1 | South Zone - South Zone | 111 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 111 | Maxair |
| Project 1 | South Zone - South Zone | 112 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 112 | Maxair |
| Project 1 | South Zone - South Zone | 113 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 113 | Maxair |
| Project 1 | South Zone - South Zone | 114 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 114 | Maxair |
| Project 1 | South Zone - South Zone | 115 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 115 | Maxair |
| Project 1 | South Zone - South Zone | 116 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 116 | Maxair |
| Project 1 | South Zone - South Zone | 117 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 117 | Maxair |

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|---|---|---|---|
| Project 1 | South Zone - South Zone | 118 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 118 | Maxair |
| Project 1 | South Zone - South Zone | 119 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 119 | Maxair |
| Project 1 | South Zone - South Zone | 120 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 120 | Maxair |
| Project 1 | South Zone - South Zone | 121 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 121 | Maxair |
| Project 1 | South Zone - South Zone | 122 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 122 | Maxair |
| Project 1 | South Zone - South Zone | 123 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 123 | Maxair |
| Project 1 | South Zone - South Zone | 124 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 124 | Maxair |
| Project 1 | South Zone - South Zone | 125 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 125 | Maxair |
| Project 1 | South Zone - South Zone | 126 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 126 | Maxair |
| Project 1 | South Zone - South Zone | 127 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 127 | Maxair |
| Project 1 | South Zone - South Zone | 128 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 128 | Maxair |
| Project 1 | South Zone - South Zone | 129 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 129 | Maxair |
| Project 1 | South Zone - South Zone | 130 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 130 | Maxair |
| Project 1 | South Zone - South Zone | 131 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 131 | Maxair |
| Project 1 | South Zone - South Zone | 132 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 132 | Maxair |
| Project 1 | South Zone - South Zone | 133 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 133 | Maxair |
| Project 1 | South Zone - South Zone | 134 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 134 | Maxair |
| Project 1 | South Zone - South Zone | 135 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 135 | Maxair |
| Project 1 | South Zone - South Zone | 136 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 136 | Maxair |
| Project 1 | South Zone - South Zone | 137 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 137 | Maxair |
| Project 1 | South Zone - South Zone | 138 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 138 | Maxair |
| Project 1 | South Zone - South Zone | 139 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 139 | Maxair |
| Project 1 | South Zone - South Zone | 140 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 140 | Maxair |
| Project 1 | South Zone - South Zone | 141 | B&W Mechanical Contractors Inc |

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| Project 1 | South Zone - South Zone | 141 | Maxair |
| Project 1 | South Zone - South Zone | 142 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 142 | Maxair |
| Project 1 | South Zone - South Zone | 143 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 143 | Maxair |
| Project 1 | South Zone - South Zone | 144 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 144 | Maxair |
| Project 1 | South Zone - South Zone | 145 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 145 | Maxair |
| Project 1 | South Zone - South Zone | 146 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 146 | Maxair |
| Project 1 | South Zone - South Zone | 147 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 147 | Maxair |
| Project 1 | South Zone - South Zone | 148 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 148 | Maxair |
| Project 1 | South Zone - South Zone | 149 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 149 | Maxair |
| Project 1 | South Zone - South Zone | 150 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 150 | Maxair |
| Project 1 | South Zone - South Zone | 151 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 151 | Maxair |
| Project 1 | South Zone - South Zone | 152 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 152 | Maxair |
| Project 1 | South Zone - South Zone | 153 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 153 | Maxair |
| Project 1 | South Zone - South Zone | 154 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 154 | Maxair |
| Project 1 | South Zone - South Zone | 155 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 155 | Maxair |
| Project 1 | South Zone - South Zone | 156 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 156 | Maxair |
| Project 1 | South Zone - South Zone | 157 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 157 | Maxair |
| Project 1 | South Zone - South Zone | 158 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 158 | Maxair |
| Project 1 | South Zone - South Zone | 159 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 159 | Maxair |
| Project 1 | South Zone - South Zone | 160 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 160 | Maxair |
| Project 1 | South Zone - South Zone | 161 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 161 | Maxair |
| Project 1 | South Zone - South Zone | 162 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 162 | Maxair |
| Project 1 | South Zone - South Zone | 163 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 163 | Maxair |
| Project 1 | South Zone - South Zone | 164 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 164 | Maxair |

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|---|---|---|---|
| Project 1 | South Zone - South Zone | 165 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 165 | Maxair |
| Project 1 | South Zone - South Zone | 166 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 166 | Maxair |
| Project 1 | South Zone - South Zone | 167 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 167 | Maxair |
| Project 1 | South Zone - South Zone | 168 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 168 | Maxair |
| Project 1 | South Zone - South Zone | 169 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 169 | Maxair |
| Project 1 | South Zone - South Zone | 170 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 170 | Maxair |
| Project 1 | South Zone - South Zone | 171 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 171 | Maxair |
| Project 1 | South Zone - South Zone | 172 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 172 | Maxair |
| Project 1 | South Zone - South Zone | 173 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 173 | Maxair |
| Project 1 | South Zone - South Zone | 174 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 174 | Maxair |
| Project 1 | South Zone - South Zone | 175 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 175 | Maxair |
| Project 1 | South Zone - South Zone | 176 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 176 | Maxair |
| Project 1 | South Zone - South Zone | 177 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 177 | Maxair |
| Project 1 | South Zone - South Zone | 178 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 178 | Maxair |
| Project 1 | South Zone - South Zone | 179 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 179 | Maxair |
| Project 1 | South Zone - South Zone | 180 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 180 | Maxair |
| Project 1 | South Zone - South Zone | 181 | B&W Mechanical Contractors Inc |
| Project 1 | South Zone - South Zone | 181 | Maxair |

| Manufacturer | Part # | Quote type | Bid Rank | Quantity | Price | Total Cost |
|---|---|---|---|---|---|---|
| Watts | | Bid | 2 | 1 | 120 | 120 |
| | | Bid | 1 | 1 | 75 | 75 |
| Ames | | Bid | 2 | 1 | 120 | 120 |
| | | Bid | 1 | 1 | 75 | 75 |
| | | Bid | 2 | 1 | 140 | 140 |
| | | Bid | 1 | 1 | 75 | 75 |
| conbraco | | Bid | 2 | 1 | 110 | 110 |
| | | Bid | 1 | 1 | 75 | 75 |
| Conbraco | | Bid | 2 | 1 | 110 | 110 |
| | | Bid | 1 | 1 | 75 | 75 |
| conbraco | | Bid | 2 | 1 | 110 | 110 |
| | | Bid | 1 | 1 | 75 | 75 |
| Concraco | | Bid | 2 | 1 | 110 | 110 |
| | | Bid | 1 | 1 | 75 | 75 |
| Watts | | Bid | 2 | 1 | 140 | 140 |
| | | Bid | 1 | 1 | 75 | 75 |
| Ames | | Bid | 2 | 1 | 140 | 140 |
| | | Bid | 1 | 1 | 75 | 75 |
| Ames | | Bid | 2 | 1 | 140 | 140 |
| | | Bid | 1 | 1 | 75 | 75 |
| Watts | | Bid | 2 | 1 | 115 | 115 |
| | | Bid | 1 | 1 | 75 | 75 |
| Ames | | Bid | 2 | 1 | 115 | 115 |
| | | Bid | 1 | 1 | 75 | 75 |
| Ames | | Bid | 2 | 1 | 115 | 115 |
| | | Bid | 1 | 1 | 75 | 75 |
| Ames | | Bid | 2 | 1 | 140 | 140 |
| | | Bid | 1 | 1 | 75 | 75 |
| Watts | | Bid | 2 | 1 | 115 | 115 |
| | | Bid | 1 | 1 | 75 | 75 |
| Watts | | Bid | 2 | 1 | 115 | 115 |
| | | Bid | 1 | 1 | 75 | 75 |
| Watts | | Bid | 2 | 1 | 115 | 115 |
| | | Bid | 1 | 1 | 75 | 75 |
| Watts | | Bid | 2 | 1 | 110 | 110 |
| | | Bid | 1 | 1 | 75 | 75 |
| Watts | | Bid | 2 | 1 | 110 | 110 |
| | | Bid | 1 | 1 | 75 | 75 |
| Watts | | Bid | 2 | 1 | 110 | 110 |
| | | Bid | 1 | 1 | 75 | 75 |
| Watts | | Bid | 2 | 1 | 110 | 110 |
| | | Bid | 1 | 1 | 75 | 75 |
| Wilkins | | Bid | 2 | 1 | 110 | 110 |
| | | Bid | 1 | 1 | 75 | 75 |
| Watts | | Bid | 2 | 1 | 110 | 110 |
| | | Bid | 1 | 1 | 75 | 75 |

| | | | | | |
|---|---|---|---|---|---|
| Watts | Bid | 2 | 1 | 110 | 110 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 110 | 110 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 110 | 110 |
| | Bid | 1 | 1 | 75 | 75 |
| Ames | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Ames | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| Febco | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 105 | 105 |

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|---|---|---|---|---|---|
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| Wilkins | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Wilkins | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Febco | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Wilkins | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Wilkins | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Wilkins | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Wilkins | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |

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|---|---|---|---|---|---|
| Wilkins | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Wilkins | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Wilkins | Bid | 2 | 1 | 110 | 110 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 110 | 110 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 110 | 110 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 110 | 110 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Febco | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 110 | 110 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 110 | 110 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 110 | 110 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 110 | 110 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
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| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 105 | 105 |

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| | Bid | 1 | 1 | 75 | 75 |
| Watts | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| Wilkins | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 105 | 105 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 115 | 115 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 140 | 140 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |
| | Bid | 2 | 1 | 120 | 120 |
| | Bid | 1 | 1 | 75 | 75 |

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|---|---|---|---|---|
| Bid | 2 | 1 | 140 | 140 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 140 | 140 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 140 | 140 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 140 | 140 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 120 | 120 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 120 | 120 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 140 | 140 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 120 | 120 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 120 | 120 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 140 | 140 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
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| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 115 | 115 |

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| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 115 | 115 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 115 | 115 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 120 | 120 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 120 | 120 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 140 | 140 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
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| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 140 | 140 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
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| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 115 | 115 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 115 | 115 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 115 | 115 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |

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|---|---|---|---|---|
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 115 | 115 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 115 | 115 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 115 | 115 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 110 | 110 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 140 | 140 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 140 | 140 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |
| Bid | 2 | 1 | 105 | 105 |
| Bid | 1 | 1 | 75 | 75 |

| Vendor Comment | Buyer Comment |
| --- | --- |

| Manufacturer | Part # | Brand Preference | Delivery Address | City |
|---|---|---|---|---|
| | | Not Applicable - Service Item | 101 Auburn Avenue | Atlanta |
| | | Not Applicable - Service Item | 101 Auburn Avenue | Atlanta |
| | | Not Applicable - Service Item | 101 Auburn Avenue | Atlanta |
| | | Not Applicable - Service Item | 1 Margaret Mitchell Sq | Atlanta |
| * = Mandatory | | Not Applicable - Service Item | 1 Margaret Mitchell Sq | Atlanta |
| | | Not Applicable - Service Item | 1 Margaret Mitchell Sq | Atlanta |
| | | Not Applicable - Service Item | 1 Margaret Mitchell Sq | Atlanta |
| | | Not Applicable - Service Item | 160 Pryor Street SW | Atlanta |
| | | Not Applicable - Service Item | 141 Pryor Street SW | Atlanta |
| | | Not Applicable - Service Item | 141 Pryor Street SW | Atlanta |
| | | Not Applicable - Service Item | 141 Pryor Street SW | Atlanta |
| | | Not Applicable - Service Item | 141 Pryor Street SW | Atlanta |
| | | Not Applicable - Service Item | 141 Pryor Street SW | Atlanta |
| | | Not Applicable - Service Item | 130 Peachtree Street SW | Atlanta |
| | | Not Applicable - Service Item | 141 Pryor Street SW | Atlanta |
| | | Not Applicable - Service Item | 141 Pryor Street SW | Atlanta |
| | | Not Applicable - Service Item | 141 Pryor Street SW | Atlanta |
| | | Not Applicable - Service Item | 515 John Wesley Dobbs | Atlanta |
| | | Not Applicable - Service Item | 515 John Wesley Dobbs | Atlanta |
| | | Not Applicable - Service Item | 515 John Wesley Dobbs | Atlanta |
| | | Not Applicable - Service Item | 515 John Wesley Dobbs | Atlanta |
| | | Not Applicable - Service Item | 515 John Wesley Dobbs | Atlanta |
| | | Not Applicable - Service Item | 185 Central Avenue | Atlanta |
| | | Not Applicable - Service Item | 185 Central Avenue | Atlanta |
| | | Not Applicable - Service Item | 185 Central Avenue | Atlanta |
| | | Not Applicable - Service Item | 185 Central Avenue | Atlanta |
| | | Not Applicable - Service Item | 395 Pryor Street | Atlanta |
| | | Not Applicable - Service Item | 395 Pryor Street | Atlanta |
| | | Not Applicable - Service Item | 395 Pryor Street | Atlanta |
| | | Not Applicable - Service Item | 430 Pryor Street | Atlanta |
| | | Not Applicable - Service Item | 430 Pryor Street | Atlanta |
| | | Not Applicable - Service Item | 430 Pryor Street | Atlanta |
| | | Not Applicable - Service Item | 430 Pryor Street | Atlanta |
| | | Not Applicable - Service Item | 430 Pryor Street | Atlanta |
| | | Not Applicable - Service Item | 137 Peachtree Street SW | Atlanta |
| | | Not Applicable - Service Item | 137 Peachtree Street SW | Atlanta |
| | | Not Applicable - Service Item | 1332 Metropolitan Pkwy SW | Atlanta |
| | | Not Applicable - Service Item | 1463 Pryor Street | Atlanta |
| | | Not Applicable - Service Item | 525 Peeples St. SW | Atlanta |
| | | Not Applicable - Service Item | 525 Peeples St. SW | Atlanta |
| | | Not Applicable - Service Item | 3977 Aviation Circle | Atlanta |
| | | Not Applicable - Service Item | 3920 Airway Drive | Atlanta |
| | | Not Applicable - Service Item | 3920 Airway Drive | Atlanta |
| | | Not Applicable - Service Item | 3920 Airway Drive | Atlanta |
| | | Not Applicable - Service Item | 3920 Airway Drive | Atlanta |

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| Not Applicable - Service Item | 3920 Airway Drive | Atlanta |
| Not Applicable - Service Item | 3920 Airway Drive | Atlanta |
| Not Applicable - Service Item | 269 Buckhead Ave NE | Atlanta |
| Not Applicable - Service Item | 269 Buckhead Ave NE | Atlanta |
| Not Applicable - Service Item | 895 Marietta Blvd | Atlanta |
| Not Applicable - Service Item | 895 Marietta Blvd | Atlanta |
| Not Applicable - Service Item | 895 Marietta Blvd | Atlanta |
| Not Applicable - Service Item | 1838 Donald L. Hollowell Pky | Atlanta |
| Not Applicable - Service Item | 1953 Bankhead Hwy NW | Atlanta |
| Not Applicable - Service Item | 6500 Vernon Woods Dr. | Atlanta |
| Not Applicable - Service Item | 6500 Vernon Woods Dr. | Atlanta |
| Not Applicable - Service Item | 6500 Vernon Woods Dr. | Atlanta |
| Not Applicable - Service Item | 6500 Vernon Woods Dr. | Atlanta |
| Not Applicable - Service Item | 6500 Vernon Woods Dr. | Atlanta |
| Not Applicable - Service Item | 6500 Vernon Woods Dr. | Atlanta |
| Not Applicable - Service Item | 6500 Vernon Woods Dr. | Atlanta |
| Not Applicable - Service Item | 6500 Vernon Woods Dr. | Atlanta |
| Not Applicable - Service Item | 3965 Aero Dr. | Atlanta |
| Not Applicable - Service Item | 3965 Aero Dr. | Atlanta |
| Not Applicable - Service Item | 3965 Aero Dr. | Atlanta |
| Not Applicable - Service Item | 3929 Aviation Circle | Atlanta |
| Not Applicable - Service Item | 3929 Aviation Circle | Atlanta |
| Not Applicable - Service Item | 677 Fairburn Road NW | Atlanta |
| Not Applicable - Service Item | 677 Fairburn Road NW | Atlanta |
| Not Applicable - Service Item | 677 Fairburn Road NW | Atlanta |
| Not Applicable - Service Item | 677 Fairburn Road NW | Atlanta |
| Not Applicable - Service Item | 677 Fairburn Road NW | Atlanta |
| Not Applicable - Service Item | 11 Kirkwood Road | Atlanta |
| Not Applicable - Service Item | 11 Kirkwood Road | Atlanta |
| Not Applicable - Service Item | 11 Kirkwood Road | Atlanta |
| Not Applicable - Service Item | 11 Kirkwood Road | Atlanta |
| Not Applicable - Service Item | 745 Orr Street NW | Atlanta |
| Not Applicable - Service Item | 2181 Strickland Rd | Roswell |
| Not Applicable - Service Item | 7741 Roswell Road | Roswell |
| Not Applicable - Service Item | 7741 Roswell Road | Roswell |
| Not Applicable - Service Item | 9560 Spruill Road | Alpharetta |
| Not Applicable - Service Item | 9560 Spruill Road | Alpharetta |
| Not Applicable - Service Item | 9560 Spruill Road | Alpharetta |
| Not Applicable - Service Item | 9560 Spruill Road | Alpharetta |
| Not Applicable - Service Item | 9560 Spruill Road | Alpharetta |
| Not Applicable - Service Item | 3295 Northside Pkwy NW | Atlanta |
| Not Applicable - Service Item | 3295 Northside Pkwy NW | Atlanta |
| Not Applicable - Service Item | 5090 Abbotts Bridge Rd | Alpharetta |
| Not Applicable - Service Item | 5090 Abbotts Bridge Rd | Alpharetta |
| Not Applicable - Service Item | 5090 Abbotts Bridge Rd | Alpharetta |
| Not Applicable - Service Item | 5090 Abbotts Bridge Rd | Alpharetta |
| Not Applicable - Service Item | 980 Ponce De Leon Ave | Atlanta |

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|---|---|---|
| Not Applicable - Service Item | 980 Ponce De Leon Ave | Atlanta |
| Not Applicable - Service Item | 115 Norcross Street | Roswell |
| Not Applicable - Service Item | 115 Norcross Street | Roswell |
| Not Applicable - Service Item | 115 Norcross Street | Roswell |
| Not Applicable - Service Item | 115 Norcross Street | Roswell |
| Not Applicable - Service Item | 115 Norcross Street | Roswell |
| Not Applicable - Service Item | 1250 Warsaw Rd | Roswell |
| Not Applicable - Service Item | 1116 MLK King Dr. | Atlanta |
| Not Applicable - Service Item | 1116 MLK King Dr. | Atlanta |
| Not Applicable - Service Item | 1116 MLK King Dr. | Atlanta |
| Not Applicable - Service Item | 3900 Aviation Circle NW | Atlanta |
| Not Applicable - Service Item | 2489 Perry Blvd NW | Atlanta |
| Not Applicable - Service Item | 2301 Holcomb Bridge Rd | Roswell |
| Not Applicable - Service Item | 10 Park Plaza | Alpharetta |
| Not Applicable - Service Item | 855 Mayfield Rd | Alpharetta |
| Not Applicable - Service Item | 11575 Maxwell Rd | Alpharetta |
| Not Applicable - Service Item | 4300 Herschel Rd | College Park |
| Not Applicable - Service Item | 2231 Campbellton Rd | Atlanta |
| Not Applicable - Service Item | 2231 Campbellton Rd | Atlanta |
| Not Applicable - Service Item | 3424 MLK Jr. Dr. | Atlanta |
| Not Applicable - Service Item | 3424 MLK Jr. Dr. | Atlanta |
| Not Applicable - Service Item | 4320 Herschel Rd | College Park |
| Not Applicable - Service Item | 4320 Herschel Rd | College Park |
| Not Applicable - Service Item | 425 Langhorne Street SW | Atlanta |
| Not Applicable - Service Item | 425 Langhorne Street SW | Atlanta |
| Not Applicable - Service Item | 4645 Butner Rd | College Park |
| Not Applicable - Service Item | 7536 Cochran Rd | College Park |
| Not Applicable - Service Item | 3647 Main Street | College Park |
| Not Applicable - Service Item | 1920 John Wesley Ave | College Park |
| Not Applicable - Service Item | 1920 John Wesley Ave | College Park |
| Not Applicable - Service Item | 1920 John Wesley Ave | College Park |
| Not Applicable - Service Item | 1920 John Wesley Ave | College Park |
| Not Applicable - Service Item | 1920 John Wesley Ave | College Park |
| Not Applicable - Service Item | 3350 Cascade-Palmetto Hwy | College Park |
| Not Applicable - Service Item | 2757 Main Street | East Point |
| Not Applicable - Service Item | 2757 Main Street | East Point |
| Not Applicable - Service Item | 1757 Washington Rd | East Point |
| Not Applicable - Service Item | 60 Valley View Dr. | Fairburn |
| Not Applicable - Service Item | 60 Valley View Dr. | Fairburn |
| Not Applicable - Service Item | 2885 Church Street | East Point |
| Not Applicable - Service Item | 2885 Church Street | East Point |
| Not Applicable - Service Item | 2885 Church Street | East Point |
| Not Applicable - Service Item | 2885 Church Street | East Point |
| Not Applicable - Service Item | 525 King Arnold Street | Hapeville |
| Not Applicable - Service Item | 527 King Arnold Street | Hapeville |
| Not Applicable - Service Item | 527 King Arnold Street | Hapeville |
| Not Applicable - Service Item | 527 King Arnold Street | Hapeville |

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|---|---|---|
| Not Applicable - Service Item | 527 King Arnold Street | Hapeville |
| Not Applicable - Service Item | 510 Turner Ave | Palmetto |
| Not Applicable - Service Item | 510 Turner Ave | Palmetto |
| Not Applicable - Service Item | 510 Turner Ave | Palmetto |
| Not Applicable - Service Item | 4001 Danforth Rd SW | Atlanta |
| Not Applicable - Service Item | 4001 Danforth Rd SW | Atlanta |
| Not Applicable - Service Item | 3100 Enon Rd SW | Atlanta |
| Not Applicable - Service Item | 1636 Connally Dr. | East Point |
| Not Applicable - Service Item | 1636 Connally Dr. | East Point |
| Not Applicable - Service Item | 1636 Connally Dr. | East Point |
| Not Applicable - Service Item | 1636 Connally Dr. | East Point |
| Not Applicable - Service Item | 4255 Will Lee Rd | College Park |
| Not Applicable - Service Item | 4255 Will Lee Rd | College Park |
| Not Applicable - Service Item | 4255 Will Lee Rd | College Park |
| Not Applicable - Service Item | 4255 Will Lee Rd | College Park |
| Not Applicable - Service Item | 4055 Flat Shoals Rd SW | Union City |
| Not Applicable - Service Item | 5600 Stonewall Tell rd | College Park |
| Not Applicable - Service Item | 5600 Stonewall Tell rd | College Park |
| Not Applicable - Service Item | 5600 Stonewall Tell rd | College Park |
| Not Applicable - Service Item | 5600 Stonewall Tell rd | College Park |
| Not Applicable - Service Item | 2605 Fairburn Rd Sw | Atlanta |
| Not Applicable - Service Item | 2605 Fairburn Rd Sw | Atlanta |
| Not Applicable - Service Item | 2605 Fairburn Rd Sw | Atlanta |
| Not Applicable - Service Item | 1650 New Town Circle | Atlanta |
| Not Applicable - Service Item | 1650 New Town Circle | Atlanta |
| Not Applicable - Service Item | 1650 New Town Circle | Atlanta |
| Not Applicable - Service Item | 1650 New Town Circle | Atlanta |
| Not Applicable - Service Item | 1650 New Town Circle | Atlanta |
| Not Applicable - Service Item | 915 New Hope Rd. SW | Atlanta |
| Not Applicable - Service Item | 915 New Hope Rd. SW | Atlanta |
| Not Applicable - Service Item | 915 New Hope Rd. SW | Atlanta |
| Not Applicable - Service Item | 3665 Cascade Rd. SW | Atlanta |
| Not Applicable - Service Item | 3665 Cascade Rd. SW | Atlanta |
| Not Applicable - Service Item | 3665 Cascade Rd. SW | Atlanta |
| Not Applicable - Service Item | 3665 Cascade Rd. SW | Atlanta |
| Not Applicable - Service Item | 2893 Lakewood Ave. SW | Atlanta |
| Not Applicable - Service Item | 9111 Cascade Palmetto Hwy | Palmetto |
| Not Applicable - Service Item | 4700 North Point Pkwy | Alpharetta |
| Not Applicable - Service Item | 4700 North Point Pkwy | Alpharetta |
| Not Applicable - Service Item | 4700 North Point Pkwy | Alpharetta |
| Not Applicable - Service Item | 4700 North Point Pkwy | Alpharetta |
| Not Applicable - Service Item | 4700 North Point Pkwy | Alpharetta |

**Total**

| Country | State/Province | Zip/Postal Code |
|---|---|---|
| United States | Georgia | 30303 |
| United States | Georgia | 30303 |
| United States | Georgia | 30303 |
| United States | Georgia | 30303 |
| United States | Georgia | 30303 |
| United States | Georgia | 30303 |
| United States | Georgia | 30303 |
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9. Provide on-site Testing and Repair of BackflowMaintenance Services (Central Zone) Gc
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37. Provide on-site Testing and Repair of BackflowDevices (Central Zone) Metropolitian Library
38. Provide on-site Fire Sprinkler Protection SystemMaintenance Services (Central Zone) Southe
39. Provide on-site Testing and Repair of BackflowDevices (Central Zone) West End Libı
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42. Provide on-site Testing and Repair of BackflowDevices (North Zone) Airport- FAA, Fi
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| 49. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Buckhead Libra |
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| 54. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Dogwood Libra |
| 55. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Dogwood Neigl |
| 56. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Dorothy C Bens |
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| 78. Provide on-site Testing and Repair of BackflowDevices (North Zone) | New Horizons M |
| 79. Provide on-site Testing and Repair of BackflowDevices (North Zone) | North Fulton H |
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| 87. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Northside Libra |
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| 89. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Dr. Robert E. Fu |
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| 109. Provide on-site Testing and Repair of BackflowDevices (North Zone) | Water Resour |
| 111. Provide on-site Testing and Repair of BackflowDevices (South Zone) | 4-H Kitchen a |
| 112. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Adams Park L |
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| 132. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Fairburn Hob |
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| 134. Provide on-site Testing and Repair of BackflowDevices (South Zone) | H.J.C. Bowder |
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| 177. Provide on-site Testing and Repair of BackflowDevices (South Zone) | New Senior C |
| 178. Provide on-site Testing and Repair of BackflowDevices (South Zone) | Palmetto Libr |
| 179. Provide on-site Testing and Repair of BackflowDevices (South Zone) | 4700 North P |
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| **UOM** | **Quantity** | **Group ID** | **Group Name** | **Quote type** | **Bid Rank** |
| Each | 1 | Central Zone | Central Zone | Bid | 2 |
| Each | 1 | Central Zone | Central Zone | Bid | 2 |
| Each | 1 | Central Zone | Central Zone | Bid | 2 

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| Each | 1 | North Zone | North Zone | Bid | 2 |
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| Each | 1 | North Zone | North Zone | Bid | 2 |
| Each | 1 | North Zone | North Zone | Bid | 2 |
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| Each | 1 | North Zone | North Zone | Bid | 2 |
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| Each | 1 | North Zone | North Zone | Bid | 2 |
| Each | 1 | North Zone | North Zone | Bid | 2 |
| Each | 1 | North Zone | North Zone | Bid | 2 |
| Each | 1 | North Zone | North Zone | Bid | 2 |
| Each | 1 | South Zone | South Zone | Bid | 2 |
| Each | 1 | South Zone | South Zone | Bid | 2 |
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| Each | 1 | South Zone | South Zone | Bid | 2 |
| Each | 1 | South Zone | South Zone | Bid | 2 |
| Each | 1 | South Zone | South Zone | Bid | 2 |

| Quantity | Price | Total Cost | Vendor Comment | Buyer Comment | Maxair Quote type | Bid Rank |
|---|---|---|---|---|---|---|
| 1 | 120 | 120 | | | Bid | 1 |
| 1 | 120 | 120 | | | Bid | 1 |
| 1 | 140 | 140 | | | Bid | 1 |
| 1 | 110 | 110 | | | Bid | 1 |
| 1 | 110 | 110 | | | Bid | 1 |
| 1 | 110 | 110 | | | Bid | 1 |
| 1 | 110 | 110 | | | Bid | 1 |
| 1 | 140 | 140 | | | Bid | 1 |
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| 1 | 115 | 115 | | | Bid | 1 |
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21075

| Quantity | Price | Total Cost | Vendor Comment | Buyer Comment |
|---|---|---|---|---|
| 1 | 75 | 75 | | |
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## Bid Exceptions

| Organization Name | Bid Exception |
|---|---|
| B&W Mechanical Contractors Inc | No |
| Maxair | No |

| Bid Exception Description |
| --- |

# INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing and Contract Compliance

**FROM:** Joseph Davis, Director, DREAM JD

**DATE:** September 18, 2026

**SUBJECT:** Contractor's Performance Report– ITB #25ITB1393177C-JNJ, Testing and Repair of Backflow Devices-FY2026

The Contractor listed below to our knowledge has never provided any professional goods under this contract to Fulton County's Department of Real Estate and Asset Management.

**PROJECT:** Testing and Repair of Backflow Devices

**PROJECT NO.:** ITB #25ITB1393177C-JNJ

**CONTRACTOR:** Maxair Mechanical, LLC
814 Livingston Court
Marietta, GA 30067

**POC:** Mike Stephens

**PHONE:** (770) 714-9620

**EMAIL:** mstephens@maxairinc.com

If you have any questions, please contact Khandi Flowers at (404) 612-7944

JD/TD/kf

C: Tim Dimond, DREAM Deputy Director
John W. Adams, Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM
Harry Jordan, Contract Administrator, DREAM

# INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

**FROM:** Joseph Davis, Director, DREAM

**DATE:** September 18, 2026

**SUBJECT:** Recommendation Award – ITB #25ITB1393177C-JNJ, Testing and Repair of Backflow Devices-FY2026

**Recommendation:** We are recommending approval of the lowest bidder for, ITB #25ITB1393177C-JNJ Testing and Repair of Backflow Devices - FY2026 in the amount of $200,000 with Maxair Mechanical LLC (Marietta, GA), to provide on-site testing and repair of approximately 183 backflow preventive (BFP) devices for required maintenance on an "as-needed" basis for the Fulton County facilities. Effective dates: January 1, 2026 through December 31, 2026, with two renewal options.

**DISCUSSION:** The recommendation for the award was based on the bidders' prices for testing for approximately 183 total devices and per hourly labor charges for repairing backflow devices to determine the lowest bidder for each of the three (3) geographical zones (Central, North, and South) in Fulton County facilities; and totaling up all costs for all three zones and per hour labor charge for Based Bid Amount to determine the lowest responsible bidder(s) complying with the provisions of this ITB.

The recommendation was also be based on the bidder's submittal of required valid Master II Plumber's License issued by the State of Georgia. Additionally, the licensed plumber shall have taken and completed a course of study in the repair of backflow preventers for repair of BFPs.

Recommendation:

The County received and evaluated two (2) bid responses to the solicitation. Maxair Mechanical, LLC submitted the lowest responsible and responsive bid in the amount of $13,575.00. B & W Mechanical Contractors, Inc. submitted the 2nd lowest responsible and responsive bid in the amount of $21,075.00. Therefore, we recommend Maxair Mechanical, LLC the award to provide on-site testing and repair of approximately 183 backflow preventive (BFP) devices for required maintenance on an "as-needed" basis for Fulton County facilities for Fulton County for FY2026.

| Recommended Bidder | Base Bid Amount | Award Authority |
|---|---|---|
| Maxair Mechanical, LLC | **$13,575.00** | $200,000.00 |

Maxair Mechanical, LLC does not have a current contract with Fulton County and will be evaluated upon performance.

This is a time and materials contract. The requested spending authority in the amount of $200,000 will cover the parts and labor for annual testing and repairs of approximately 183 various types of installed backflow prevention (BFP) located in Fulton County facilities for FY2026.

Authorized Signature: *Joseph Davis* Joseph N. Davis Date: 9-18-25

**(By Director/Deputy Director)**

If you require additional information, contact Khandi Flowers at (404) 612-7944.

Cc. Tim Dimond, Deputy Director, DREAM
John W. Adams, Administrator, DREAM
Willie Perryman, Building Maintenance Manager, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Management Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0878 **Meeting Date:** 11/19/2025

### Department
Real Estate and Asset Management

### Requested Action
Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, OMNIA Partners Contract #3341, HVAC Products, Installation, Labor Based Solutions and Related Product and Services, in the total amount not to exceed $130,000.00 with Trane U.S. Inc. (Atlanta, GA), to provide full-service HVAC maintenance and repairs for four (4) of nine (9) select Fulton County facilities as follows: North Fulton Customer Service Center, Elections Warehouse, North Service Center, and South Service Center. Effective dates: January 1, 2026 through December 31, 2026.

### Requirement for Board Action
In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item
**Open and Responsible Government**

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

### Is this a purchasing item?
Yes

**Summary & Background** DREAM currently has only 61% of the staffing needed to properly maintain the County's facility footprint. The opening of new facilities in 2026 will require additional resources to ensure critical facilities are properly maintained. In order to ensure continuity of operations by minimizing facility downtime due to HVAC repairs, DREAM requests the approval of an HVAC maintenance contract for the facilities listed below:

| | Facilities | Address | HVAC Contractor |
|---|---|---|---|
| 1 | North Fulton Customer Service Center @ Maxwell Rd | 11575 Maxwell Road, Alpharetta, GA 30009 | Trane U.S. Inc. |
| 2 | Central Warehouse & Elections Hub | 5600 Campbellton Fairburn Road, Fairburn, GA 30213 | Trane U.S. Inc. |
| 3 | North Service Center | 7741 Roswell Rd NE, Atlanta, GA 30350 | Trane U.S. Inc. |
| 4 | South Service Center | 5600 Stonewall Tell Rd, College Park, GA 30349 | Trane U.S. Inc. |

All listed facilities are critical to the overall continuity of operation of the County and are heavily utilized by citizens of Fulton County. The facilities were also selected according to the manufacturer of the HVAC equipment installed.

**Scope of Work:** This cooperative purchasing contract will furnish all materials, labor, tools, equipment, and appurtenances necessary to provide full-service maintenance and repair to major HVAC mechanical systems and equipment for the selected Fulton County facilities.

The scope of work includes, but is not limited to the following:

- Perform all original manufacturer's specified quarterly, semi-annual, and annual maintenance and diagnostics.
- Maintenance of all OEM control devices and components according to manufacturers to include all: safety devices; sensors; electronic circuits and drives; mechanicals/electrical drives, dampers, and actuators components; and software maintenance.
- Maintenance, repair, and/or replacement as OEM specified, including but not limited to belts, couplings, sheaves, pulleys, and shafts; motors & starters, VFD and components; compressors; condensers; and evaporators refrigerant piping, manifolds, expansion valves, chilled water exchangers.
- Maintenance, repair, and/or replacement as OEM Components of chillers, chill water and hot water pumps, terminal boxes, package units, split-systems, air handler’s units, coolers, freezers, and exhaust fans necessary for the equipment to operate according to manufacturer's standards.

**Community Impact:** Maintaining major HVAC mechanical systems and equipment in reliable working condition will ensure air quality and comfort for the community members and employees in these selected County facilities.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval.

**Project Implications:** This contract requires professional licenses, specialty tools, equipment, training, and technician skills to perform periodic service to various types of major HVAC mechanical systems and equipment for the four (4) selected County facilities.

**Community Issues/Concerns:** None that the Department is aware of.

**Department Issues/Concerns:** If this Cooperative Purchasing contract is not approved, the County cannot perform the recommended preventive maintenance tasks per manufacturer recommendations.

**Contract Modification** No, this is a new procurement

## Contract & Compliance Information

Click or tap here to enter text.

## Exhibits Attached

**Exhibit 1:** OMNIA Partners Contract #3341
**Exhibit 2:** Contractor's Performance Report
**Exhibit 3:** Cooperative Purchasing Justification and Approval Form

## Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

## Contract Attached

Yes

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $0.00 |
| Previous Adjustments: | $0.00 |
| This Request: | $130,000.00 |
| TOTAL: | $130,000.00 |

## Fiscal Impact / Funding Source

**Funding Line 1:**
100-520-5225-1160: General, Real Estate and Asset Management, Professional Services- $130,000.00 "Subject to availability of funding adopted for FY2026 by BOC"

## Key Contract Terms

**Agenda Item No.:** 25-0878 **Meeting Date:** 11/19/2025

| | |
|---|---|
| **Start Date:** 1/1/2026 | **End Date:** 12/31/2026 |
| **Cost Adjustment**: | **Renewal/Extension Terms**: N/ |

## Overall Contractor Performance Rating:85

**Would you select/recommend this vendor again?**
Yes

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

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

**Racine County, Wisconsin**

**Contract # 3341**

*for*

**HVAC Products, Installation, Labor Based Solutions and Related Product and Services**

*with*

**Trane US Inc.**

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

I. Vendor Contract and Signature Form
II. Supplier's Response to the IFB, incorporated by reference

DocuSign Envelope ID: 5AB039C2-2DAF-4A1E-9286-D4840C496111

Racine County
WISCONSIN

**Purchasing Department**
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

# HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK**: CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:
   The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.
2. **TERM**: September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT**: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE**: Price as stated for all schedules included in the Project Manual.

DocuSign Envelope ID: 5AB039C2-2DAF-4A1E-9286-D4840C496111

5. **CANCELLATION**: This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: DocuSigned by: Jonathan Delagrave 8/17/2022
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BY: DocuSigned by: Michael J. Lanzdorf 8/17/2022
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BY: DocuSigned by: Steven Zimmer 8/16/2022
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Trane U.S. Inc.

BY: DocuSigned by: Greg Spencer 8/16/2022
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# Performance Evaluation Details

| | |
|---|---|
| **ID** | E5 |
| **Project** | HVAC On-Call Maintenance Services Countywide |
| **Project Number** | 23ITB110923C-GS |
| **Supplier** | Trane US Inc |
| **Supplier Project Contact** | Thomas Brown (preferred language: English) |
| **Performance Program** | Goods and Commodity Services |
| **Evaluation Period** | 04/01/2025 to 06/30/2025 |
| **Effective Date** | 07/01/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | Not Specified |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 07/01/2025 11:58 AM EDT |
| **Completion Date** | 07/01/2025 11:58 AM 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*

# COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Please complete the form below to request that the Purchasing Director review the spending unit's request to engage in cooperative purchasing.

**Requesting Department/Agency:** Real Estate and Asst Management

**Department/Agency Contact Information:** Joseph N. Davis, Director, (404) 612-377

**Cooperative Contract Number and Title:** OMNIA Partners Contract #3341, HVAC Products,

**Estimated Contract Spend:** $130,000.00

**Contract Source** (Identify the source of the cooperative contract by checking the appropriate box):

☑ **Public Cooperative Entity** (Ex: NASPO)
List cooperative entity:_____

☐ **Federal Government** (Ex: GSA contract)

☐ **State of Georgia Statewide Contracts**
(Department of Administrative Services)

☐ **Other Governmental Entity**
(Ex: City of Atlanta)
List Government Entity: _____

**Verification Requirements**

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/ Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase. Utilizing this contract would provide HVAC Full-Service Maintenance and Repairs to major HVAC mechanical systems and equipment for four (4) of nine (9) selected Fulton County facilities: North Fulton Customer Service Center, Elections Warehouse, North Service Center, and South Service Center. This is beneficial because, as early as 2006, Fulton County has approved supplementing DREAM in-house staff by contracting the expertise and skills required to provide continued extensive HVAC full-service maintenance and repairs at selected County facilities due to insufficient in-house staff to perform these services.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County.
    a. Leveraging benefits of volume purchasing and competitively priced HVAC products
    b. Volume discounts and competitive discounts off list price
    c. Service delivery requirement advantages, such as providing 24/7 emergency response
    d. Licensed to do business in all 50 states.
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. 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. | ☑ | ☐ |
| 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: | ☑ | ☐ |
| 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. | ☑ | ☐ |
| The use of the contract meets the needs of the requesting department/agency. | ☑ | ☐ |
| The proposed contracting entity is authorized to conduct business in the State of Georgia. | ☑ | ☐ |
| 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

☑ meets the requirements ☐ does not meet the requirements

(Ensure that backup documentation has been scanned/saved into folder for this request)

(CAPA/APA) Purchasing Agent Mark Hawks Date 10/24/25

Chief Purchasing Agent _____ Date _____

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0879 **Meeting Date:** 11/19/2025

### Department
Real Estate and Asset Management

### Requested Action
Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC90816, Motor Vehicle Maintenance & Inventory Management Services, in the amount not to exceed $955,000.00 with Automotive Rentals, Inc. dba Holman (Mt. Laurel, NJ), to provide maintenance and repair services for specialized heavy equipment and other fleet vehicles for Fulton County. Effective date: January 1, 2026 through December 31, 2026.

### Requirement for Board Action
In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item
**Open and Responsible Government**

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

### Is this a purchasing item?
Yes

**Summary & Background** This statewide contract provides maintenance and repair services for specialized heavy equipment, as well as repairs to both pursuit and administrative vehicles.

This statewide contract with Automotive Rentals, Inc. dba Holman allows the County to continue using a statewide network to utilize a single procurement vehicle to consolidate and coordinate outside repairs for heavy/specialized vehicles and equipment for the 20+ vehicle brands within the County's existing fleet.

Vehicles in the heavy and specialized equipment category require specialized mechanics and equipment or requires repairs that can only be performed by a factory authorized vendor. The Department does not have adequate staffing, equipment, or resources to conduct repairs or preventative maintenance in the heavy equipment category.

**Scope of Work:** This contract provides active supervision of the vendors in the network including quality of service, billing, invoicing, and the hourly fee structure for each repair type. The scope of service includes all labor, parts, equipment, materials, and transportation for the repair of the County-owned equipment or vehicles placed in the network. The annual network fees are $5.82 per month/per vehicle.

| Vehicle Category | Number of Vehicles/Equipment |
|---|---|
| Heavy/Specialized Equipment | 181 |
| Passenger Vehicles | 939 |
| **Total** | **1,120** |

**Community Impact:** None that the Department is aware of.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval.

This is a time and materials contract and the requested spending authority in the total amount of $955,000.00 will cover the costs for all labor, parts, equipment, materials and transportation for the maintenance and repairs of County-owned vehicles or equipment.

The contract management is coordinated by the Department of Real Estate and Asset Management, Central Maintenance Fleet Division.

**Project Implications:** The approval of this statewide contract will provide timely, cost-effective vehicle maintenance services through a comprehensive network of commercial maintenance repair.

**Community Issues/Concerns:** None that the Department is aware of.

**Department Issues/Concerns:** If this statewide contract is not approved, DREAM will not have a means to facilitate major vehicle repairs or heavy equipment repairs.

## Contract Modification No, this is a new procurement

## Contract & Compliance Information

## Exhibits Attached

**Exhibit 1:** SWC90816
**Exhibit 2:** Cooperative Purchasing Justification and Approval Form

**Agenda Item No.:** 25-0879 **Meeting Date:** 11/19/2025

**Exhibit 3:** Contractor Performance Report

## Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

## Contract Attached

Yes

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $0.00 |
| Previous Adjustments: | $0.00 |
| This Request: | $955,000.00 |
| TOTAL: | $955,000.00 |

## Fiscal Impact / Funding Source

### Funding Line 1:

700-520-5223-1710: General, Real Estate and Asset Management, Garage Parts- $632,500.00 “Subject to availability of funding adopted for FY2026 by BOC”

### Funding Line 2:

203-540-5482-1160: Water & Sewer R&E, Public Works, Professional Services $322,500.00 “Subject to availability of funding adopted for FY2026 by BOC”

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

## Overall Contractor Performance Rating: 85

**Would you select/recommend this vendor again?**
Yes

**Agenda Item No.:** 25-0879 **Meeting Date:** 11/19/2025

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

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

# Supplier Information Sheet

| | | | |
|---|---|---|---|
| **Contract Description** | Motor Vehicle Maintenance & Inventory Management Services | | |
| **Statewide Contract Number** | SWC90816 | | |
| **Supplier ID Number** | 0000037024 | | |
| **Supplier Name** | Automotive Rentals, Inc. dba Holman | | |
| **Effective Date** | 10/5/2009 | **Expiration Date** | 12/31/2026 |
| **Number of Suppliers Awarded** | 1 | **Contract Type:** | **Convenience** |

| **Table of Contents** | **Page Number** |
|---|---|
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| Supplier Information | **6** |
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| DOAS Contact Information | **11** |

# General Contract Information

## Description of Services

The Motor Vehicle Contract Maintenance Program provides a total fleet management solution to state and local governments. The program, offered through Automotive Resources International (ARI) dba Holman, provides a cost-effective method of handling and tracking motor vehicle operational expenses. By utilizing the vehicle maintenance program, state and local governments have access to over 4,750 Georgia vendors that offer quality services at discounted prices. When repairs are needed, drivers can call a **toll-free number (1-800-Care-Care)** for referral to the nearest vendor. ARI's service offerings include a call center, emergency roadside assistance and other vehicle maintenance services.

## Other Service Information

In partnership with customers, ARI combines business insight and optimal lifecycle analysis, diverse services and high-powered technology to drive fleet efficiency up and costs down by:

- Providing access to their nationwide network of ASE certified repair vendors and offering repair discounts up to 10%
- Offering services returns more in per vehicle savings than the State pays for ARI services
- Providing online "real time" data via its web enabled Holman Insights program with customized reporting available to each agency
- Offering online access to their fleet management portal called "Holman Insights" that offers agencies repair and historical accident data with analysis, reporting, and industry benchmarking capabilities
- Reducing vehicle maintenance costs through ARI's expert field adjustments, warranty and post warranty recovery efforts and its preapproval of repair maintenance services
- Providing agencies accurate statistical information with benchmark comparisons to other state agency fleet operations nationwide
- Reducing program costs in administrative activities like invoice processing activities, repair scheduling, and reducing procurement cycle times
- Servicing customers 24 hours a day, 7 days per week, 365 days a year with agency access to a repair network call center staffed with ASE certified technicians
- Offering additional cost savings on maintenance services through negotiated discounts provided by national account vendors
- Assuring agencies use established statewide contracts, i.e. tires
- Assisting agencies in avoiding the payment of state sales taxes on repair service transactions

## DATABASE MANAGEMENT

Holman provides a database management program, which allows assets that are not enrolled in programs to be accessible within Holman Insights.

## POOL VEHICLE RESERVATION MANAGEMENT SYSTEM

Holman offers a Vehicle Reservation System Program that allows the State of Georgia to create, reserve, and manage pools of vehicles. Using this tool, your drivers can easily see what pool vehicles are available to them and reserve vehicles, while fleet managers can build pools, move vehicles, charge back reservations to the driver's cost center, and view reports showing allocated assets, utilization, and open reservations.

Once the pool is created, fleet managers can set their own reservation parameters, including:

- The times the vehicles can be reserved
- Minimum and maximum number of hours the vehicle can be used
- Hourly rate for usage
- The lead time required for a reservation
- Once the pool is created, fleet managers can easily add or remove vehicle through Holman Insights

State of Georgia has full control over who can reserve pool vehicles, including which pools your drivers can access. Fleet managers can go into Holman Insights to see a list of all potential drivers, their employee ID numbers, billing codes, email addresses, passwords, and other information, and which pools they can use.

Drivers reserve an asset by logging into the system and then searching through assets in their assigned pool(s). Once they have found a vehicle, they can check its availability and then reserve it. Drivers can also see all their reservations through a calendar function.

## GMS – GARAGE MANAGEMENT SYSTEM

Fleet managers working with onsite garages and outside repair vendors face the challenge of integrating data from internal and external maintenance sources.

Complex and time-consuming, the process typically results in process inefficiencies and inaccurate reporting that drive maintenance costs higher. Adding other types of fleet information, such as licensing, acquisition, and

inspection data, complicates the process even further and makes it difficult to reduce expenses.

Holman is the only fleet management company to offer an all-inclusive solution for fleets that use outside vendors and operate their own internal garages. Our Garage Management System (GMS) allows you to do the following:

- Track vehicle inventory
- View vehicle maintenance history for equipment, chassis and body

- Manage mechanic and shop time
- Manage parts inventory, including consumption and re-ordering summaries
- Log equipment hours and chassis odometer readings
- Maintain compliance with ANSI requirements
- Track adherence to DOT and client specific PM schedules
- Measure mechanic productivity

It also simultaneously consolidates all the work done by your internal garages with repairs and maintenance performed by third-party vendors.

**Work Orders Made Easy**

Holman's Garage Management System automatically populates each work order with inventory-related, job-specific information based on client specific PM schedules. When the technician scans the barcode on parts packaging for an open work order, the parts inventory database updates instantly, for real- time tracking of all parts.

When inventory reaches a preset reorder point, GMS allows the user to create part replenishment orders to push to the preferred vendor.

Holman's Garage Management System also helps your shop supervisors better manage resources by assigning work orders to available in-house technicians, Holman's Technical Resource Center can also process vendor- out repairs.

**Warranty and Recall Tracking**

GMS displays manufacture recalls as Trouble Tickets if the VIN is populated in Holman's system. It's a flag to advise the client that a potential open recall exist for the asset.

**Hassle-Free Reporting**

GMS uses American Trucking Association (ATA) codes, making it easy to identify trends and cost-saving opportunities. It also provides custom reports you need to manage your fleet.

**Simple, Budget-Friendly Pricing**

GMS is significantly more economical than standalone products and is simple to maintain. Holman hosts the application on your behalf, performing all upgrades and modifications from our global headquarters at no cost. Our Commercial Service Desk (aka the CSD, formerly called the CIS Help Desk) also provides non-cost customer training and technical help for all Holman systems.

**How GMS Can Improve Your Productivity**

The below captures how GMS can improve productivity and lower operating costs:

- Consolidated, comprehensive vehicle maintenance history eliminates unnecessary repairs and assists in identifying repairs under warranty.
- Customized reporting allows for proactive identification of cost reduction opportunities and repair trends.

- Barcode scanning allows technicians to enter parts and labor data into the system quickly and effortlessly.
- Customized PM notification lowers repair costs and increases compliance.
- Productivity measures offer better time management and control.
- Benchmarking capabilities allow you to analyze performance and results both internally and externally.
- Vendor-out repairs undergo controlled authorization through Holman's technicians at our toll-free 24/7/365 Technical Resource Center.

## ACCIDENT MANAGEMENT

Holman's Accident Management program manages all aspects of recording and reporting of accident data—reporting bodily injury or fatalities, taking third-party information for claims reporting, and notifying State of Georgia's liability carrier, arranging for towing if necessary, notifying the State if substance abuse is suspected of any party, and making recommendations on vehicles determined as a total loss. This program is managed in-house, with ASE-certified claims coordinators handling the process.

Holman will forward loss reports to all specified parties within 60 minutes of taking the report and record all data for online tracking and reporting in the Holman Insights system.

Holman begins the subrogation process when the driver calls to report the incident. If your driver did not cause the accident, Holman's system alerts a subrogation technician to the claim to begin the investigation process immediately.

All accident-related data and reports are available through Holman Insights, including accident, claim, driver details, POs, third-party information, subrogation status, images, and police reports. All information entered into Holman Insights by Holman's Accident Management Team is updated online in real time. You'll be able to see all accident reports and any related KPIs or reporting within Holman Insights.

# Supplier and Contract Information

| Supplier Name & Address |
| --- |
| Automotive Rentals, Inc. dba Holman<br>4001 Leadenhall Rd<br>Mt Laurel, NJ 08054 |
| **Contract Administrator** |
| Chad Armstrong<br>District Sales Manager<br>609-760-2847<br>chad.armstrong@holman.com |
| **Contract Details** |

| | |
| --- | --- |
| **Remittance Information** | 4001 Leadenhall Rd<br>Mt Laurel, NJ 08054 |
| **Program Information** | Michael Marsh<br>DOAS Office of Fleet Management<br>404-656-6295<br>Michael.marsh@doas.ga.gov |
| **Payment Terms** | N30 |
| **Authorized Users** | State and Local Government |
| **Acceptable Payment Method** | Purchase Orders, Purchasing Card, ACH, Check |

# Ordering Instructions

**State Agencies Contact**
**Name**: Michael Marsh
DOAS Office of Fleet Management
**Phone:** 404-656-6295
**Email:** Michael.Marsh@doas.ga.gov

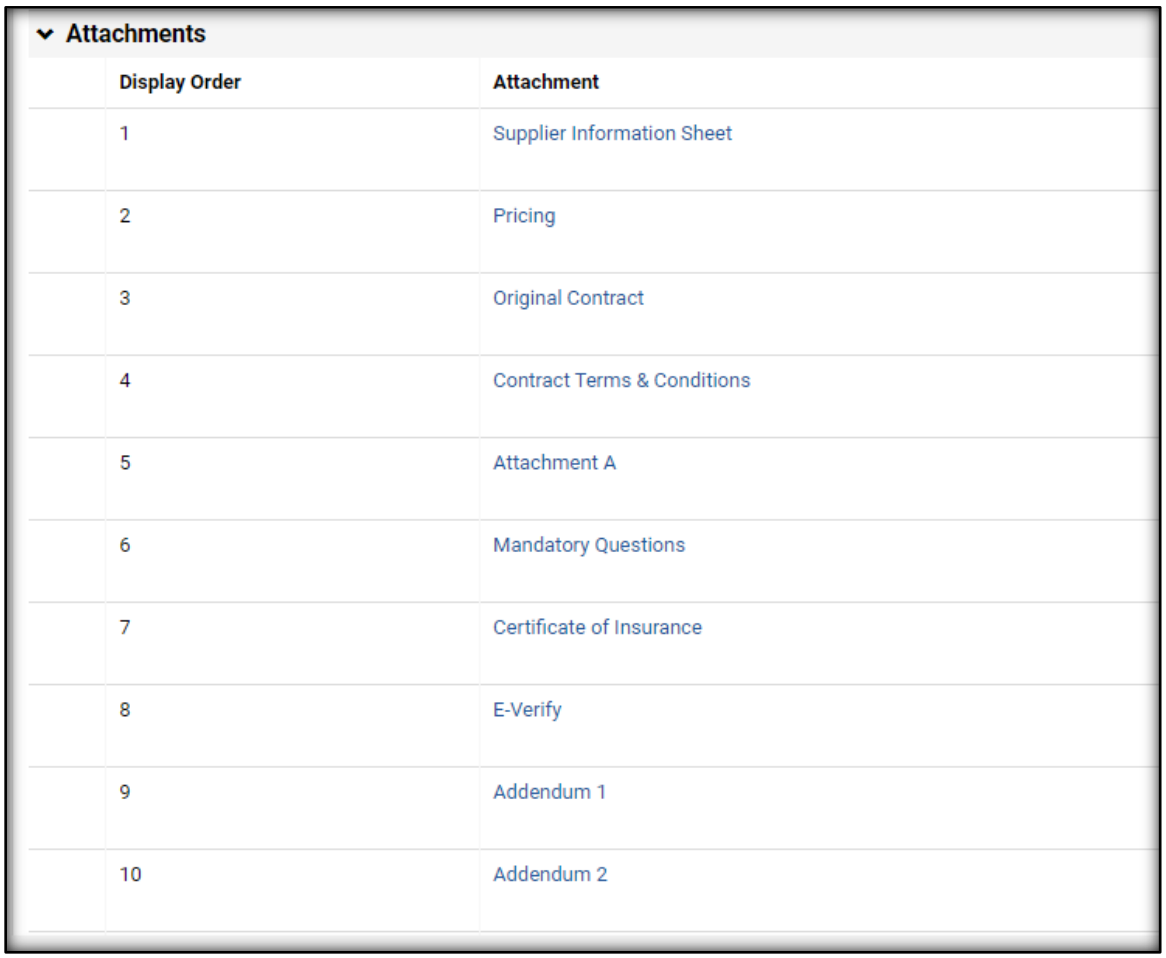
**Municipalities**
**Name:** Janet Muse
**Office:** 856-444-5972 x 55972
**Cell:**
**Email**: Janet.Muse@holman.com

# Where to Find Additional Contract Documents

All additional contract documents may be found under the "Attachments" dropdown when viewing the contract in TGM, including, but not limited to:

- Pricing (current)
- Original Contract/Terms and Conditions
- Attachment A (original solicitation document)
- Mandatory Questions
- Mandatory Scored Questions
- Additional Scored Questions
- Certificate of Insurance
- E-Verify Affidavit
- Renewals/Extensions/Amendments
- Notice of Intent to Award (NOIA)
- Notice of Award (NOA)

**Figure 1: May vary by contract**



# Amendments / Renewals / Extensions

**Base Term:** 10/5/2009 – 10/4/2011

**Amendment 1:** Added non-program vehicle management services
**Renewal 1:** 10/5/2011 – 10/4/2012
**Amendment 3:** Adds Garage Maintenance Program
**Renewal 2:** 10/5/2012 – 10/4/2013
**Amendment 5:** Admin Fee change to 2%
**Renewal 3:** 10/5/2013 – 10/4/2014
**Extension 1:** 10/5/2014 – 4/4/2015
**Extension 2:** 4/5/2015 – 10/4/2015
**Amendment 9:** Add Telematics Data Capture
**Amendment 10:** Virtual Payables Language
**Amendment 11:** Add Maintenance Management for Equipment
**Extension 3:** 10/5/2015 – 10/4/2016
**Extension 4:** 10/5/2016 – 10/4/2017
**Amendment 14:** Repair Facility Vetting, Repair Approval When Estimate Exceeds Book Value, Modification to GMS monthly cost, Maintenance Management Program cost, and fees to Georgia
**Extension 5:** 10/5/2017 – 12/4/2018
**Extension 6:** 12/5/2018 – 12/31/2019
**Extension 7:** 1/1/2020 – 12/31/2020
**Amendment 18:** Modify Auto Physical Damage (ADP) Form
**Amendment 19:** Modify MV1 Request Form
**Extension 8:** 1/1/2021 – 12/31/2021
**Amendment 21:** Modify Vehicle Request Form
**Extension 9:** 1/1/2022 – 12/31/2022
**Extension 10:** 1/1/2023 – 12/31/2023
**Extension 11:** 1/1/2024 – 12/31/2024
**Extension 12:** 1/1/2025 – 12/31/2025
**Extension 13:** 1/1/2026 – 12/31/2026

# NIGP Codes

| | |
|---|---|
| 92800 | Automotive Maintenance and Repair Services |
| 92827 | Dynamometer Testing Services, Automotive |
| 06021 | Brakes, Repairs, and Replacements (Not Electric Controller) |
| 92810 | Alignment and Wheel Balancing (Including Front-End Repair) |
| 92815 | Automobile and Other Passenger Vehicles Maintenance and Repair (Not Otherwise Classified) |
| 92819 | Body and Framework (Including Undercoating) |
| 92823 | Brake Maintenance and Repair |
| 92830 | Cooling System (A/C System, Hoses, Water Pump, Radiator, Heater and Accessories, etc.) Maintenance and Repair |
| 92830 | Drive Train (Clutch Assembly, Flywheel, etc.) Maintenance and Repair |
| 92835 | Electrical (Alternator/Generator, Battery, Ignition System, Lights, etc.) Maintenance and Repair |
| 92838 | Exhaust System Maintenance and Repair |
| 92840 | Fuel System Maintenance and Repair |
| 92844 | Glass Replacement and Repair Services, Windshield and Window (Auto), (Including Window Tinting Services) |
| 92846 | General Maintenance and Repair, Vehicle (Not Otherwise Classified), to Include Oil Changes, Lubrication, Guaranteed Maintenance Programs, etc. |
| 92847 | Hydraulics (Pump, Hydraulic Motor, Valves, Gauges, etc.) Maintenance and Repair |
| 92849 | Suspension (Axles, Springs, Steering, etc.) Maintenance and Repair |
| 92876 | Tire and Tube Mounting, Repair and Retreading (Including Tire Foam Filling Services |
| 92882 | Transmission (Main, Transfer Case, Chain and Final Drives) Maintenance and Repair |
| 92885 | Truck and Van Maintenance and Repair (Not Otherwise Classified) |
| 92886 | Tune-ups |
| 92888 | Wheel Maintenance and Repair |
| 92894 | Fleet Management Services |
| 95841 | Brakes, Repairs, and Replacements (Not Electric Controller) |

# DOAS CONTACT INFORMATION

## DOAS Contract Manager

View **Contract Summary** Page in **Team Georgia Marketplace ("TGM")** to see the current contract manager and contact information.

- Please CC contract.management@doas.ga.gov on **all communications** to the contract manager, in the case that the contract manager in unavailable to respond.

## Procurement Help Desk

**Telephone:** 404-657-6000
**Email:** doas.prochelpmain@doas.ga.gov

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 purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Please complete the form below to request that the Purchasing Director review the spending unit's request to engage in cooperative purchasing.

**Requesting Department/Agency:** Real Estate and Asset Management

**Department/Agency Contact Information:** Joseph N. Davis, Director, (404) 612-377

**Cooperative Contract Number and Title:** SWC90816, Motor Vehicle Maintenance & Inventor

**Estimated Contract Spend:** $955,000.00

**Contract Source** (Identify the source of the cooperative contract by checking the appropriate box):

☐ **Public Cooperative Entity** (Ex: NASPO)
List cooperative entity:_____

☐ **Federal Government** (Ex: GSA contract)

☑ **State of Georgia Statewide Contracts**
(Department of Administrative Services)

☐ **Other Governmental Entity**
(Ex: City of Atlanta)
List Government Entity: _____

**Verification Requirements**

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase. Utilizing this contract will benefit the County by providing specialized trained mechanics and technicians since DREAM does not have the adequate staffing, equipment, or resources to conduct repairs or preventative maintenance in the heavy equipment category. Vehicles in the heavy and specialized equipment category requires specialized trained mechanic technicians and equipment or requires repairs that only be performed by a factory authorized vendor.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County.
    a. Leveraging benefits of vehicle program enrollment fees, cut 23% over previous contract
    b. Reduced prices for repetitive/routine services over previous contract i.e. oil changes reduced to avg $28
    c. Enhanced program includes inventory management for non-program vehicles for low price of 27 cents per vehicle/month
    d. Cost-effective vehicle administration and maintenance management services through a comprehensive network of commercial maintenance repair locations throughout the state.
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. 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. | ☐ | ☐ |
| 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: | ☐ | ☐ |
| 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. | ☐ | ☐ |
| The use of the contract meets the needs of the requesting department/agency. | ☐ | ☐ |
| The proposed contracting entity is authorized to conduct business in the State of Georgia. | ☐ | ☐ |
| 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

☐ 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_____

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E1 |
| **Project** | Motor Vehicle Maintenance & Invetory |
| **Project Number** | SWC90816 |
| **Supplier** | Automotive Rentals, Inc. |
| **Supplier Project Contact** | Lou Pastras (preferred language: English) |
| **Performance Program** | Goods and Commodity Services |
| **Evaluation Period** | 07/01/2025 to 09/30/2025 |
| **Effective Date** | 10/30/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | 10/29/2025 |
| **Expectations Meeting Date** | 10/29/2025 |
| **Status** | Completed |
| **Publication Date** | 10/30/2025 11:57 AM EDT |
| **Completion Date** | 10/30/2025 11:57 AM 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** Services provide meet or exceed goals and expectations.

**TIMELINESS OF PERFORMANCE** **17/20**

Rating

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

**Comments** Availability of services are always timely and accessible

**BUSINESS RELATIONS** **17/20**

Rating

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

**Comments** Response to issues ands assistance are always addressed in a timely fashion.

**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** Customer service staff and others are always helpful when issues require attention.

**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** Assistance with repair cost is a valuable function of this contract.

**GENERAL COMMENTS**

**Comments** *Not Specified*

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0880 **Meeting Date:** 11/19/2025

### Department
Real Estate and Asset Management

### Requested Action
Request approval to amend an existing contract - Department of Real Estate and Asset Management, 24RFP072424K-JA, Program Management and Professional Services for the Fulton County Jail Capital Improvement Program Phase II, in an amount not to exceed $5,130,235.02 with ACR Partners, a joint venture comprised of AECOM Technical Services, Inc. (AECOM), Comprehensive Program Services (CPS) and H.J. Russell & Company (HJR) (Atlanta, GA) to increase the spending authority for Year 2 of the initial 5-Year contract and to amend the original scope of work in Phase II to provide comprehensive program management and professional services for the construction of an interim 600-bed modular housing facility located on the existing Rice St. jail campus. 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
**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 current agreement between Fulton County and the City of Atlanta for use of up to 700 beds at the Atlanta City Detention Center (ACDC) will expire on

December 31, 2026. ACR Partners has been asked to provide comprehensive program management services for a 600-bed modular facility to be constructed on the existing Rice St. jail campus to eliminate the need for long-term use of ACDC. This request for approval amends the existing contract to include two (2) additional professional services that will occur concurrently with the scope of the original contract as follows:

1. **Programming & Site Feasibility**: At the request of Fulton County, ACR Partners will conduct a project kickoff meeting with key stakeholders including DREAM, the Fulton County Sheriff's Office and the Office of the County Manager. This effort will include reviewing all relevant documentation including facility assessments, population forecasts, and operational data to develop the overall project plan that will result in a new 600-bed modular facility on the existing jail campus.

2. **Interim Housing Program Management:** At the request of Fulton County, ACR Partners will provide program management services for construction of Interim Housing (600-bed modular facility). These services will occur concurrently with phase 2 of the overall Jail Capital Improvement Plan. The Interim Housing is intended to eliminate outsourcing needs between expiration of the existing lease agreement with the City of Atlanta for use of the Atlanta City Detention Center and the completion of the planned Special Purpose Building.

**Cost of Additional Services**:

| | **Description of Service** | **Estimated Project Hours** | **Cost** |
|---|---|---|---|
| 1 | Program and Site Feasibility | 5,344 | $1,219,040.00 |
| 2 | Interim Housing Management | 8,614 | $1,878,241.44 |
| | **Total** | **14,174** | **$3,097,281.44** |

| | |
|---|---|
| Year 2 Contract amount | $2,032,953.58 |
| Cost of Additional Services | $3,097,281.44 |
| Total Spending Authority for Year 2 | $5,130,235.02 |

**Community Impact:** The successful completion of this Jail Capital Improvement Program ("CIP") will preserve the life of the existing jail facilities and provide a safer and more reliable environment for both staff and detainees.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval.

**Project Implications:** This amendment is necessary to assist DREAM in facilitating the delivery of a modular housing facility necessary to provide adequate housing resources throughout the jail capital improvement program.

**Community Issues/Concerns:** None that the Department is aware.

**Department Issues/Concerns:** If this amendment is not approved, there will be delay in the delivery of jail housing resources.

## Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount (Year 1) | 24-0798 | 11/20/24 | $1,740,749.38 |
| **Amendment No. 1 (Year 2)** | | | **$5,130,235.02** |
| Total Revised Amount | | | $6,870,984.40 |

## Contract & Compliance Information

**Contract Value:** **$5,130,235.02**

**Prime Vendor:** **ACR Partners (JV - 40%/35%/25%)**
**AECOM - $2,052,094.01 or 40.00% - Non Minority**
**Comprehensive Program Service (CPS) - $1,795,582.26 or 35.00% - White Female Business Enterprise**
**H.J. Russell - $1,282,558.76 or 25.00% - African American Male**

**Location:** **Atlanta, GA**
**County:** **Fulton County**
**Prime Value:** **$5,130,235.02 or 100.00%**

**Total Contract Value:** **$5,130,235.02 or 100.00%**
**Total Certified Value:** **$3,078,141.01 or 60.00%**

## Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Contract
Exhibit 2: Cost Proposal
Exhibit 3: Performance Evaluation

## Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

## Contract Attached

Yes

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $1,740,749.38 |
| Previous Adjustments: | $0.00 |
| This Request: | $5,130,235.02 |
| TOTAL: | $6,870,984.40 |

## Fiscal Impact / Funding Source

### Funding Line 1:

503-520-5200-1190: TAD Facility Capital Fund, Real Estate and Asset Management, Project Management - $5,130,235.02

| Key Contract Terms | |
|---|---|
| **Start Date:** Upon BOC Approval | **End Date:** 12/11/2029 |
| **Cost Adjustment:** $3,097,281.44 | **Renewal/Extension Terms:** O two year renewal option |

## Overall Contractor Performance Rating: 88

**Would you select/recommend this vendor again?**
Yes

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

**Report Period End:** **4/6/2025**

# AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: ACR Partners, a joint venture comprised of AECOM Technical Services, Inc., Comprehensive Program Services and H.J. Russell & Company

Contract No. 24RFP072424K-JA, Program Management and Professional Services for the Fulton County Jail Capital Improvement Program (CIP)

Address: One Midtown Plaza
City, State 1360 Peachtree Street, Suite 500
Atlanta, Georgia 30309

Telephone: (404) 202-1537

E-mail: john.d.wright@aecom.com

Contact: John D. Wright
Principle-In-Charge

**W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with ACR Partners, a joint venture comprised of AECOM Technical Services, Inc., Comprehensive Program Services and H.J. Russell & Company ("ACR Partners"), to provide Program Management and Professional Services for the Fulton County Jail Capital Improvement Program (CIP), dated December 11, 2024, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority for Year 2 of the initial 5-Year contract and to amend the original scope of work in Phase II to provide comprehensive program management and professional services for the construction of an interim 600-bed modular housing facility located on the existing Rice St. jail campus; 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 November 19, 2025, BOC Item #25-.

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

This Amendment No. 1 to Form of Contract is effective as of the 19th day of November 2025, between the ACR Partners, who agree that all Services specified will be performed in accordance with this Amendment No. 1 of Form of Contract and the Contract

Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** This request for approval amends the existing contract to include two (2) additional professional services that will occur concurrently with the scope of the original contract as follows:

   **Programming & Site Feasibility**: At the request of Fulton County, ACR Partners will conduct a project kickoff meeting with key stakeholders including DREAM, the Fulton County Sheriff's Office and the Office of the County Manager. This effort will include reviewing all relevant documentation including facility assessments, population forecasts, and operational data to develop the overall project plan that will result in a new 600-bed modular facility on the existing jail campus.

   **Interim Housing Program Management:** At the request of Fulton County, ACR Partners will provide program management services for construction of Interim Housing (600-bed modular facility). These services will occur concurrently with phase 2 of the overall Jail Capital Improvement Plan. The Interim Housing is intended to eliminate outsourcing needs between expiration of the existing lease agreement with the City of Atlanta for use of the Atlanta City Detention Center and the completion of the planned Special Purpose Building.

**Cost of Additional Services**:

| | Description of Service | Estimated Project Hours | Cost |
|---|---|---|---|
| 1 | Program and Site Feasibility | 5,344 | $1,219,040.00 |
| 2 | Interim Housing Management | 8,614 | $1,878,241.44 |
| | **Total** | **14,174** | **$3,097,281.44** |

| | |
|---|---|
| Year 2 Contract amount | $2,032,953.58 |
| Cost of Additional Services | $3,097,281.44 |
| Total Spending Authority for Year 2 | $5,130,235.02 |

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed $5,130,235.02 (Five Million One Hundred Thirty Thousand Two Hundred Thirty Five Dollars and Two Cents) for Year 2.

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:

Joseph N. Davis, Director
Department of Real Estate and Asset Management

CONSULTANT:

**ACR PARTNERS**

John D. Wright,
Principle-In-Charge

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

ACR PARTNERS

**September 30, 2025**

Joseph Davis, Director
Department of Real Estate & Asset Management
Fulton County Government
141 Pryor Street
Suite G-119
Atlanta, GA 30303

**Re: Project 24RFP072424K-JA – Change Order to Add Programming and Program Site Feasibility/ Phasing Services; ACDC Facility Conditions Assessment; Addition of Interim Housing Management to the Jail CIP**

Dear Mr. Davis,

ACR Partners appreciates the opportunity to submit this Change Order to our Contract Agreement dated December 11, 2024. The scope of work is to provide programming and site feasibility/ phasing services for the Fulton County Rice Street jail campus, ACDC Facility Conditions Assessment, and the addition of Interim Housing management to the Jail CIP. An outline of the Change Order is provided below:

## Programming

**Project Understanding**
The programming phase will establish the detailed space requirements, operational strategies, and facility performance goals necessary to inform subsequent phases of planning, design, and delivery.

The programming effort will:

- Assess current and projected jail population trends based on inmate classification.
- Define operational and housing models aligned with best practices in corrections, mental health, and special populations management.
- Establish detailed space needs, including core services, housing units, support services, medical/behavioral health, and administrative spaces.
- Incorporate stakeholder input from County leadership, Sheriff's Office, correctional staff, judiciary, and community representatives.
- Ensure compliance with applicable standards (e.g., ACA, PREA) and local/state requirements.
- Support funding justification and inform site selection and construction delivery method.

**Scope of Work**
Task 1: Project Initiation & Data Collection

- Conduct kickoff meeting with key stakeholders.
- Review existing documentation: facility assessments, population forecasts, operational reports.
- Develop project schedule and communication plan.

Task 2: Needs Assessment & Operational Analysis

- Analyze current jail operations, population demographics, and trends.
- Interview leadership, corrections staff, medical/mental health providers, judiciary, and other key stakeholders.
- Identify gaps in current facilities and operational constraints.
- Develop a mission statement, vision, and guiding principles to shepherd the development of all component areas in their function, operation, and staffing.

Task 3: Stakeholder Engagement Workshops

- Facilitate interactive workshops with key stakeholder groups to define:
    - Custody classifications and housing requirements.
    - Programmatic needs (education, treatment, reentry services).
    - Medical and behavioral health provisions.
    - Technology and security system needs.
    - Provide recommendations on timing and type of engagement with community representatives and advocacy groups. Where applicable, take the lead on any engagement effort.

Task 4: Space Programming & Adjacency Diagrams

- Develop high-level scenarios to capture the operations and movement of all users to guide the development of the narrative description and spatial requirements of each program space. Each functional space will be defined in narrative according to its role and relationship (critical adjacency) to other spaces, general security conditions, staffing support, and any special conditions needed will be described in the narratives for each space.
- Develop detailed space program quantifying square footage for all functional areas.
- Prepare functional and spatial adjacency diagrams.
- Include recommendations for flexibility, scalability, and future expansion.

Task 5: Site and Facility Planning Parameters

- Define site planning criteria including access, security setbacks, transportation, and utilities.
- Define building systems criteria including mechanical, electrical, plumbing, fire alarm and fire protection.
- Define building security and radio communication system criteria.
- Define building vertical transportation criteria.
- Identify sustainability and energy performance targets.

Task 6: Programming Report & Deliverables

- Compile findings into a comprehensive Architectural Programming Report, including:
    - Space program and area summaries.
    - Operational narratives.
    - Functional and spatial relationship diagrams.
    - Preliminary staffing projections based on direct supervision, indirect supervision or a hybrid operation.
    - Building systems criteria (basis of design).
    - Site planning recommendations.
- Present report to client and key stakeholders for validation and approval.

**Deliverables**

The programming process will culminate in a comprehensive package of materials specifically structured to support the County's preparation of future RFP documentation for design, construction, of the new Special Purpose Facility. Deliverables will include:

- Kickoff Meeting Summary
- Project Schedule
- Stakeholder Workshop Summaries
- Draft (50% & 90%) and Final Architectural Programming Report
    - Architectural Program & Space List
    - Operational Narrative
    - Basis of Design
- Preliminary Cost Estimate (Capital and Operating)
- Presentation Materials for Stakeholders and Leadership

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## Program Site Feasibility/ Phasing Plan

**Project Understanding**

The Fulton County jail system faces challenges related to aging infrastructure, overcrowding, evolving inmate profiles (including mental health and special needs populations), and changing correctional standards. A well-defined Feasibility and/or Phasing Plan for the Fulton County Jail campus will provide a strategic framework to:

- Assess and plan for current and projected space needs.
- Optimize land use across the entire campus footprint.
- Improve operational efficiency and safety for staff and inmates.
- Plan phased development to accommodate growth and modernization.
- We also recognize the importance of integrating supportive services, healthcare, treatment, and reentry programs into the campus vision to support rehabilitation and community safety.

**Scope of Services**

Task 1: Project Initiation & Data Collection

- Conduct project kickoff meeting with key stakeholders.
- Review all relevant documentation: facility assessments, population forecasts, prior planning efforts, operational data.
- Conduct site visits to evaluate existing facilities, campus infrastructure, circulation patterns, and site constraints.

Task 2: Operational Needs Assessment

- Assess inmate population trends, classifications, and custody levels.
- Analyze operational workflows, staffing, and functional adjacencies.
- Identify gaps in existing facilities relative to ACA, PREA, and other applicable standards.
- Evaluate support services (medical/behavioral health, educational programs, visitation, legal services).

Task 3: Stakeholder Engagement & Visioning

- Facilitate structured workshops with County leadership, Sheriff's Office, correctional staff, judiciary, and community representatives.
- Define core values, guiding principles, and campus performance goals.
- Gather input on service priorities, treatment programming, and community integration.

Task 4: Campus Development Strategy & Options

- Develop alternative site planning scenarios that consider:
    - Phased development strategies.
    - Campus circulation, security zoning, and access control.
    - Utility infrastructure capacity and expansion needs.
    - Opportunities for sustainability, energy efficiency, and resilience.
- Prepare conceptual feasibility/ phasing plans illustrating each scenario (maximum of three).

Task 5: Preferred Site Feasibility/ Phasing Plan Development

- Refine the preferred development approach based on stakeholder feedback.
- Produce site concept plan diagrams, land use allocations, and future growth areas.
- Establish implementation strategies including phasing, budget considerations, and risk factors.

Task 6: Final Site Feasibility/ Phasing Plan Report & Presentation

- Deliver a Site Feasibility/ Phasing Plan Report detailing:
    - Needs assessment findings.

  - Operational and facility recommendations.
  - Final site feasibility/ phasing plan.
  - Development and demolition phasing plan.
  - Preliminary cost estimates for each phase.
- Present findings to County leadership, stakeholders, and public (if applicable).

**Deliverables**

The site feasibility/ phasing process will culminate in a package of materials specifically structured to support the County's long term planning and development of the Rice Street jail campus. Deliverables will include:

- Kickoff Meeting Summary
- Project Schedule
- Stakeholder Engagement Summary Reports
- Site Feasibility/ Phasing Plan Options
- Preferred Campus Site Feasibility/ Phasing Plan (graphics and narrative)
- Preliminary Cost Estimates
- Final Site Feasibility/ Phasing Plan Report
- Presentation Materials for Leadership and Public Engagement

## Facility Condition Assessment (ACDC)

The ACR team will conduct a visual walkthrough of existing buildings to identify condition deficiencies. The assessment shall be accomplished with a view toward identifying major visible deficiencies that need correction based on provided information and our visual walkthrough. The expected duration of fieldwork is 6-8 hours. The ACR team will collect and develop recommendations based on performing a walk-through survey, dialogue with facility staff (where available), as well as conducting research of supplied information.

Assessments will not include inventory or collection of asset or nameplate information. Information collected during the process will provide a summary of key findings and an associated cost to correct the deficiencies for the facility under study.

The scope of our assessment of ACDC as well as our deliverable will align with the Scope of Work identified in Exhibit C of our Contract Agreement with Fulton County. The report will also include opinions of cost for identified material deficiencies.

## Addition of Interim Housing Management to Jail CIP

ACR Partners will add management of an Interim Housing capital project within the Fulton County Jail Capital Improvement Program per Phase II Services of the Scope of Work in Exhibit C of the Contract Agreement.

The Interim Housing is intended to offset or eliminate outsourcing needs between expiration of the existing outsourcing lease agreement with the City of Atlanta for partial use of the Atlanta City Detention Center and completion of the Special Purpose Building. Permanent and temporary solutions will be explored for viability and alignment with the County's objectives.

**Scope Assumptions**

Below are our assumptions regarding these services:

(1) The schedule will be accelerated as much as possible within the constraints of the County's procurement policies, permitting requirements, and lead times for materials and equipment.
(2) Demolition of existing structures within the footprint of the temporary housing facility will be managed by Fulton County.
(3) Assumption of need is no more than 700 beds in alignment with the current lease agreement with the City of Atlanta for the Atlanta City Detention Center.
(4) Site for Interim Housing will be at the Rice Street Campus, unless otherwise authorized by Fulton County.

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(5) Type of structure will be determined during the planning and design phases (pre-engineered metal building, pre-manufactured panelized building system, renovation of existing facility, etc.).
(6) Housing design/layout will be determined based on classification parameters and cost analysis of options.
(7) Project will be delivered via an alternative delivery method, likely Design-Build or CM At-Risk with Design-Assist.
(8) Potential repurposing of Interim Housing facility materials, products, and equipment for the Special Purpose Facility as well as future use of the Interim Housing structure will be part of the design phase of the project.

## Compensation

Below is our price proposal for the above scope of services, and associated assumptions.

| Programming | | |
|---|---|---|
| **Discipline** | **Hours** | **Fee** |
| Architecture and Project Management | 830 | $208,843.00 |
| Programming (Justice Planners) | 314 | $84,395.00 |
| Structural | 242 | $47,103.00 |
| Civil | 124 | $28,346.00 |
| Geotechnical | 94 | $24,423.00 |
| Mechanical | 160 | $36,867.00 |
| Electrical | 136 | $36,685.00 |
| Plumbing | 96 | $20,983.00 |
| Fire Alarm | 82 | $18,852.00 |
| Fire Protection | 80 | $20,717.00 |
| Telecommunications/Radio Comms | 115 | $26,527.00 |
| Security Systems | 128 | $24,691.00 |
| Vertical Transportation | 108 | $23,273.00 |
| LEED (Checklist Review Only) | 136 | $28,066.00 |
| Environmental | 82 | $17,290.00 |
| Food Service and Laundry (John Gimesh) | 97 | $21,283.00 |
| Clinical Spaces (Falcon Inc.) | 94 | $21,783.00 |
| Cost Estimating | 194 | $41,783.00 |
| **Subtotal** | **3,112** | **$731,910.00** |

| Program Site Feasibility/ Phasing Plan | | |
|---|---|---|
| **Discipline** | **Hours** | **Fee** |
| Architecture and Project Management | 2,025 | $431,506.00 |
| Engineering (civil, electrical, environmental etc.) | Included in programming fee above. | Included in programming fee above. |
| Cost Estimating | 207 | $55,624.00 |
| **Subtotal** | **2,232** | **$487,130.00** |

| Facility Condition Assessment (ACDC) | | |
|---|---|---|
| **Discipline** | **Hours** | **Fee** |
| Existing Data Review | 106 | $16,796.70 |
| Draft Findings & Recommendation | 78 | $13,476.70 |

| | | |
|---|---|---|
| Final Findings & Recommendation | 32 | $5,776.70 |
| **Subtotal** | **216** | **$36,050.10** |

| **Interim Housing Management** | | |
|---|---|---|
| **Phase** | **Hours** | **Fee** |
| Planning | 324 | $74,785.32 |
| Team Procurement | 600 | $137,841.26 |
| Design & Preconstruction | 1,552 | $338,384.70 |
| GMP & Permitting | 960 | $204,034.74 |
| Construction | 4,608 | $994,008.94 |
| Occupancy | 570 | $129,186.48 |
| **Subtotal** | **8,614** | **$1,878,241.44** |

| | | |
|---|---|---|
| **Programming & Site Feasibility Change Order Subtotal** | **5,344** | **$1,219,040.00** |

| | | |
|---|---|---|
| **Facility Conditions Assessment Change Order Subtotal** | **216** | **$36,050.10** |

| | | |
|---|---|---|
| **Interim Housing Management Change Order Subtotal** | **8,614** | **$1,878,241.44** |

| | | |
|---|---|---|
| **Change Order Total** | **14,170** | **$3,133,331.54** |

We request a cost increase to our Agreement with Fulton County for the value of $3,133,331.54, with evidence of actual hours spent to be provided with invoicing. Our revised fees for our services for Year 1-3, inclusive of this Change Order, are shown in the table below. The adjusted value of our overall services under this Agreement is $13,084,149.48.

| | FY 2025 | | FY 2026 | | FY 2027 | | Total Year 1-3 |
|---|---|---|---|---|---|---|---|
| **Programming & Site Feasibility** | 80% | $975,232.00 | 20% | $243,808.00 | 0% | $0 | $1,219,040.00 |
| **Facility Conditions Assessment (ACDC)** | 100% | $36,050.10 | 0% | $0 | 0% | $0 | $36,050.10 |
| **Interim Housing Management** | 9% | $167,920.14 | 68% | $1,270,518.99 | 23% | $439,802.31 | $1,878,241.44 |
| **Total Increase** | | $1,179,202.24 | | $1,514,326.99 | | $439,802.31 | $3,133,331.54 |
| **Base Contract** | | $1,740,749.38 | | $2,032,953.58 | | $2,059,038.33 | $5,832,741.29 |
| **Revised Contract** | | $2,919,951.62 | | $3,547,280.57 | | $2,498,840.64 | $8,966,072.83 |

## Schedule

**Program Site Feasibility/ Phasing Services; ACDC Facility Conditions Assessment**

ACR Partners estimate that from kickoff to completion, the architectural program and basis of design development will take 4.5 months to complete, and the program feasibility/ phasing plan scope of work will take 3 months to complete, depending upon availability of project stakeholders for interviews, workshops and security escorts for site visits.

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The architectural program and basis of design will serve as foundational components of the procurement package for the selection of an Architecture/Engineering (A/E) firm. To support this process, we have outlined the forthcoming activities for the FCJCIP in the *Next Steps* section below, which provides a structured roadmap as the program advances into the procurement phase.

**Interim Housing Management**

ACR Partners estimate that from kickoff to completion, the project will take approximately 79 weeks to complete. Approximate durations of individual phases are below. These phase durations are subject to change based on selection of a capital solution by Fulton County. It is our understanding that time is of the essence and a solution that provides accelerated delivery of the Interim Housing facility is desired by Fulton County, within the County's procurement requirements and all applicable laws.

| Task | Approximate Duration |
|---|---|
| Planning | 6 weeks |
| Design-Build Procurement | 10 weeks |
| Design | 16 weeks |
| Bid Package & Permitting | 8 weeks |
| Construction Administration | 36 weeks |
| Transition & Occupancy | 3 weeks |
| Total | 79 weeks |

I have the authority to bind ACR Partners to the terms of the contract. We are grateful for this opportunity to provide this proposal. Please contact me with any questions.

Thank you for your review and consideration.

Sincerely,
**ACR Partners**


**John Wright**
Vice President

***AECOM Technical Services, Inc.***
1360 Peachtree Street, NE, #300
Atlanta, GA 30309
(404) 202-1537
john.d.wright@aecom.com

**Megan Kocikowski**
Vice President

***Comprehensive Program Services***
3368 Hardee Avenue
Atlanta, GA 30341
(678) 634-3110
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**Michael Russell**
Chief Executive Officer

***H. J. Russell & Company***
171 17th Street NW, Suite 1600 Atlanta, GA 30363
(404) 330 1000
mrussell@hjrussell.com

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## ASSUMPTIONS

The proposed level of effort was prepared based on the following assumptions:

- Our schedule assumes that project stakeholders will be available to complete all required interviews within the first two months.
- Our schedule assumes security escorts will be available to complete the site visits to the Fulton County Main Jail within the first month.
- Staffing estimates will be based on the process outlined in the Staffing Analysis Workbook for Jails, second edition developed by the National Institute of Corrections. This process is the “industry standard” process for determining appropriate staffing for local detention facilities.
- Our team understands that site visits will occur between regular business hours.
- All the information to be delivered is intended to provide planning level information to support future investment decisions and is specific to the date and time the analysis was conducted.
- Services performed by our team will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions.
- No expressed or implied representation or warranty is included or intended in our reports, except that our services were performed, with the customary thoroughness and competence of our profession.

## EXCLUSIONS

- This fee proposal does not include design nor construction administration services, only programming and program site feasibility services.
- This proposal does not include any abatement investigation services.
- This proposal assumes that all environmental and geotechnical investigation required for design purposes will be contracted directly by Fulton County. ACR Partners will coordinate environmental studies, surveying, and geotechnical subsurface investigation at the direction of Fulton County.

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**STAFF LIST**

| Firm | Name | Role Description | Hourly Rates (assumes approximately 3.3% Per Year (CPI) | | | | |
|---|---|---|---|---|---|---|---|
| | | | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| AECOM | Salim Atileh | Sr. Structural Engineer | $248.78 | $256.99 | $265.47 | $274.23 | $283.28 |
| AECOM | Andrew Keane | Structural Engineer | $190.86 | $197.16 | $203.66 | $210.39 | $217.33 |
| AECOM | Faruk Apaydin | Sr. Mechanical Engineer | $260.70 | $269.30 | $278.19 | $287.37 | $296.85 |
| AECOM | Ed Gurtatowski | Sr. Electrical Engineer | $319.86 | $330.42 | $341.32 | $352.58 | $364.22 |
| AECOM | Grace Buckley | Sr. Plumbing Engineer | $219.08 | $226.31 | $233.78 | $241.49 | $249.46 |
| AECOM | Igor Aramian | Sr. Fire Alarm Engineer | $229.14 | $236.70 | $244.51 | $252.58 | $260.92 |
| AECOM | Igor Kitagorsky | Sr. Fire Protection Engineer | $288.26 | $297.77 | $307.60 | $317.75 | $328.24 |
| AECOM | Garima Kaushal | LEED Consultant | $223.87 | $231.26 | $238.89 | $246.77 | $254.92 |
| AECOM | Vanessa Goh | LEED Advisor/QC | $176.58 | $182.41 | $188.43 | $194.64 | $201.07 |
| AECOM | Sarah Ens | Environmental Scientist | $200.10 | $206.70 | $213.52 | $220.57 | $227.85 |
| AECOM | Karen Trujillo | Ecologist | $156.14 | $161.29 | $166.62 | $172.11 | $177.79 |
| AECOM | Larry Cushman | Sr. Environmental Engineer | $227.37 | $234.87 | $242.62 | $250.63 | $258.90 |
| AECOM | Christine Moran | Environmental Engineer | $170.55 | $176.18 | $181.99 | $188.00 | $194.20 |
| AECOM | Steven Holliday | Sr. Civil Engineer | $250.14 | $258.39 | $266.92 | $275.73 | $284.83 |
| AECOM | Eric Ross | VT Manager | $259.66 | $268.23 | $277.08 | $286.22 | $295.67 |
| AECOM | Marty Flanagan | Sr. VT Engineer | $257.71 | $266.21 | $275.00 | $284.07 | $293.45 |
| AECOM | Ronnie Daou | VT Engineer | $169.51 | $175.10 | $180.88 | $186.85 | $193.02 |
| AECOM | Luis Moscoso | Sr. RF Engineer | $227.03 | $234.52 | $242.26 | $250.26 | $258.51 |
| AECOM | Michael Cassell | Director RF Engineering | $327.93 | $338.75 | $349.93 | $361.48 | $373.41 |
| AECOM | Ivan Rodin | Sr. Comms Security | $290.09 | $299.66 | $309.55 | $319.77 | $330.32 |
| AECOM | Andrew Kartalis | Comms Security | $141.89 | $146.57 | $151.41 | $156.41 | $161.57 |
| AECOM | Chet Dicke | Geotechnical Engineer | $244.78 | $252.86 | $261.20 | $269.82 | $278.73 |
| AECOM | Lisa Tsang | Justice Planner | $306.39 | $316.50 | $326.95 | $337.73 | $348.88 |
| AECOM | Poorva Mali | Architectural Strategist | $91.99 | $95.03 | $98.16 | $101.40 | $104.75 |
| AECOM | Ferdinem Bartolon | Architectural Strategist | $86.45 | $89.30 | $92.25 | $95.29 | $98.44 |
| CPS | Denise McNally | Justice SME | $299.00 | $308.87 | $319.06 | $329.59 | $340.47 |
| CPS | Taylor Williams | Project Controls & Reporting | $127.81 | $132.03 | $136.39 | $140.89 | $145.54 |
| CPS | Scott Dowdy | Construction Director | $225.78 | $233.23 | $240.93 | $248.88 | $257.09 |

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## NEXT STEPS

**Special Purpose Facility Contract Procurement**

Our team will provide end-to-end procurement and project management services to support the County throughout both the design and construction phases of Special Purpose Facility. Specific next steps include:

1. Architect/Engineer (A/E) Procurement and Oversight
    a. Prepare all procurement documentation, including detailed scope of work, required for the solicitation of an A/E firm, ensuring alignment with County standards and procurement policies.
    b. In close collaboration with the County, manage the solicitation process, including bid issuance, proposal and interview review, evaluation, and award recommendation.
    c. Assist the County in fee negotiations.
    d. Act on behalf of the County to oversee the performance of the selected A/E firm, ensuring that the design is developed in strict accordance with the approved architectural program and design intent.
    e. Coordinate stakeholder engagement by managing input, facilitating reviews, and ensuring timely resolution of feedback to maintain alignment across all project partners.
2. Construction Manager Procurement and Oversight
    a. Develop and prepare all documentation required for the procurement of the Construction Manager.
    b. Collaborate with the County to manage the solicitation, bid issuance, proposal and interview review, evaluation, and award process in compliance with County procedures.
    c. Assist the County in fee negotiations.
    d. Represent the County in managing the performance of the Construction Manager, ensuring that construction activities are executed in full compliance with the contract requirements and in alignment with the project's goals and objectives.

**Program Management Tools Procurement**

To support effective project delivery and streamline County oversight, we will assist in the evaluation, selection, and procurement of key technology tools:

1. Design Review Software
    a. Procure design review software to enhance document collaboration, markup, and version control. Based on our experience, ACR Partners recommends Bluebeam Revu as the preferred solution due to its proven functionality, industry adoption, and compatibility with County needs.
    b. Provide procurement support to ensure licensing, implementation, and training are aligned with project requirements.
2. Program Management Software
    a. Procure program management software to provide the County with a centralized platform for scheduling, reporting, document control, and performance tracking.
    b. Assess available solutions, identify the best fit for the County's operational objectives, and facilitate the procurement and implementation process.

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E1 |
| **Project** | PROGRAM MANAGEMENT AND PROFESSIONAL SERVICES FOR THE FULTON COUNTY JAIL CIP |
| **Project Number** | 24RFP072424K-JA |
| **Supplier** | AECOM Technical Services, Inc. |
| **Supplier Project Contact** | Robin Overstreet (preferred language: English) |
| **Performance Program** | Professional Services |
| **Evaluation Period** | 01/07/2025 to 04/06/2025 |
| **Effective Date** | 10/22/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | Not Specified |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 10/22/2025 07:58 AM EDT |
| **Completion Date** | 10/22/2025 07:58 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** **20/20**

Rating

**Outstanding:** Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

**Comments** ACR has demonstrated superior expertise in their knowledge of the principles of project management. As an expert in this field, ACR has demonstrated a complete understanding of the overall jail initiative, its requirements, risks, etc.

**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** ACR has either met or exceeded expectations with regards to the project schedule. All deliverables have been submitted within the proposed schedule's time frame.

**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** ACR's deliverables have exceeded County expectations Their finished products are of superior quality.

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

Rating

**Outstanding:** Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

**Comments** ACR has been incredibly efficient in their project communication throughout the term of their contract.

**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 rating of satisfactory is given here as the all work to date has been self-performed.

**GENERAL COMMENTS**

**Comments** ACR Partners have proven themselves to be a highly effective and knowledgeable project management team. Their expertise is unparalleled.

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0881 **Meeting Date:** 11/19/2025

### Department
Public Works

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder - Department of Public Works, 25ITB1420569A-ST, Sewer Line Chemical Root Control Services in the amount of $350,000.00 with Dukes Root Control, Inc. (Syracuse, NY), to provide sewer line chemical root control services effective January 1, 2026, through December 31, 2026, with two renewal options.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
**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:** This contract will provide sewer system chemical root services for the County's North and South Fulton sanitary sewer areas. This contract allows for the safe removal of roots that have made their way into the sewer pipes. When roots enter the sanitary sewer lines, they often cause blockages and sewer overflow spills. Under a similar contract, over 880 miles of sewer pipeline have been treated to manage root intrusion this year.

**Community Impact:** Root intrusion into the sanitary sewer system can result in sewer system spills that create environmental issues and odorous conditions. If significant, the spill could result in fish

being killed and, if the body of water is impacted, there could be adverse impacts to human health and the environment.

**Department Recommendation:** The Department of Public Works recommends approval.

A single bid analysis was conducted and the Department of Purchasing & Contract Compliance has determined it is in the County's bet interest to proceed with awarding this procurement.
**Project Implications:** If root intrusion is not managed and corrected by the Department of Public Works, the frequency of sewer system overflows would likely increase, which could result in fines and penalties to the County.

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

**Department Issues/Concerns:** No issues/concerns have been raised by Department of Public Works staff.

## Contract Modification: New Procurement

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

**Contract Value:** **$350,000.00**

**Prime Vendor:** **Duke's Root Controls Inc.**
**Prime Status:** **Non-Minority**
**Location:** **Syracuse, NY**
**County:** **Onondaga County**
**Prime Value:** **$350,000.00 or 100.00%**

**Total Contract Value:** **$350,000.00 100.00%**
**Total Certified Value:** **$0.00 or 0.00%**

## Exhibits Attached

Exhibit 1: Recommendation Memo
Exhibit 2: Bid Tabulation Sheet
Exhibit 3: Performance Evaluation

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

Roy Barnes, Deputy Director, Public Works, 404-612-6317

## Contract Attached

No

## Previous Contracts

Yes

Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $0.00 |
| Previous Adjustments: | $0.00 |
| This Request: | $350,000.00 |
| TOTAL: | $350,000.00 |

Grant Information Summary

## 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:**

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services $175,000.00

**Funding Line 2**:

201-540-5469-1160: Water & Sewer Revenue, Public Works, Professional Services $175,000.00

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

## Overall Contractor Performance Rating: 91

**Would you select/recommend this vendor again?**
Yes

**Report Period Start:** **7/18/2025**
**Report Period End:** **9/16/2025**

# DEPARTMENT OF PUBLIC WORKS
## INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Purchasing

**FROM:** David Clark, Director DC

**DATE:** October 6, 2025

**SUBJECT:** 25ITB1420569A-ST Sewer Line Chemical Root Control Services

On August 26, 2025, the Department of Purchasing opened an Invitation to Bid (ITB). There was one (1) response. Duke's Root Control, Inc. provided the overall lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending the award to the overall lowest responsive and responsible bidder, Duke's Root Control, Inc., in the amount of $350,000.00.

If you require additional information, please contact David Clark at: 404-612-2804.

cc: Roy Barnes, Deputy Director, Public Works R.B. **10-8-25**
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

| 25ITB1420569A-ST Sewer Line Chemical Root Control Services | | | VENDOR NAME | | VENDOR NAME | | VENDOR NAME | | VENDOR NAME | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Duke's Root Control, Inc. | | | | | | | |
| | | | ADDRESS | | ADDRESS | | ADDRESS | | ADDRESS | |
| | | | 400 Airport Rd, Suite E<br>Elgin Illinois<br>60123 United States | | | | | | | |
| | | | TELEPHONE: | | TELEPHONE | | TELEPHONE | | TELEPHONE | |
| | | | | | | | | | | |
| | | | CONTACT:<br>Valerie Kielp | | CONTACT: | | CONTACT: | | CONTACT: | |
| ITEM DESCRIPTION | UNIT of Measure | Estimated Quantities in Linear Feet | UNIT Price$/ Linear Feet | TOTAL | UNIT $ | TOTAL | UNIT $ | TOTAL | UNIT $ | TOTAL |
| 1. Pipe Size (Inches) 6 | inches | 500 | $ 2.08 | $ 1,040.00 | | $ - | | $ - | | $ - |
| 2. Pipe Size (Inches) 8 | inches | 410,000 | $ 2.08 | $ 852,800.00 | | $ - | | $ - | | $ - |
| 3. Pipe Size (Inches) 10 | inches | 50,000 | $ 2.29 | $ 114,500.00 | | $ - | | $ - | | $ - |
| 4. Pipe Size (Inches) 12 | inches | 20,000 | $ 2.50 | $ 50,000.00 | | $ - | | $ - | | $ - |
| 5. Pipe Size (Inches) 15 | inches | 20,000 | $ 4.75 | $ 95,000.00 | | $ - | | $ - | | $ - |
| 6. Pipe Size (Inches) 18 | inches | 500 | $ 6.82 | $ 3,410.00 | | $ - | | $ - | | $ - |
| 7. Pipe Size (Inches) 21 | inches | 500 | $ 8.45 | $ 4,225.00 | | $ - | | $ - | | $ - |
| 8. Pipe Size (Inches) 24 | inches | 500 | $ 10.86 | $ 5,430.00 | | $ - | | $ - | | $ - |
| 9. Pipe Size (Inches) 30 | inches | 500 | $ 10.86 | $ 5,430.00 | | $ - | | $ - | | $ - |
| 10. Pipe Size (Inches) 36 | inches | 500 | $ 10.86 | $ 5,430.00 | | $ - | | $ - | | $ - |
| 11. Pipe Size (Inches) 42 | inches | 500 | $ 10.86 | $ 5,430.00 | | $ - | | $ - | | $ - |
| 12. Pipe Size (Inches) 48 | inches | 500 | $ 10.86 | $ 5,430.00 | | $ - | | $ - | | $ - |
| 13. Pipe Size (Inches) 54 | inches | 500 | $ 10.86 | $ 5,430.00 | | $ - | | $ - | | $ - |
| 14. Pipe Size (Inches) 60 | inches | 500 | $ 10.86 | $ 5,430.00 | | $ - | | $ - | | $ - |
| 15. Total Estimated Footage | inches | 500,000 | | | | $ - | | $ - | | $ - |
| 16. Additional Manholes* | inches | 100 | $ 180.00 | $ 18,000.00 | | $ - | | $ - | | $ - |
| Total Price of All Work Included in Price Proposal | | | | $ - | | $ - | | $ - | | $ - |
| | | | | $ - | | $ - | | $ - | | $ - |
| GRAND TOTAL: | | | | $1,176,985.00 | | $0.00 | | $0.00 | | $0.00 |
| BIDS MAILED | | | NO RESPONSE: | | ASSISTANT PURCHASING AGENT: | | | | | |
| BIDS RECEIVED: | | | NO-BIDS: | | CHIEF ASSISTANT: | | | | | |
| | | | | | DEPT. AUTHORIZATION: | | | | | |

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E4 |
| **Project** | Sewer Line Chemical Root Control Services |
| **Project Number** | 22ITB075A-KM |
| **Supplier** | Duke's Root Control, Inc. |
| **Supplier Project Contact** | Valerie Kielp (preferred language: English) |
| **Performance Program** | Goods and Commodity Services |
| **Evaluation Period** | 07/18/2025 to 09/16/2025 |
| **Effective Date** | 10/07/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | Not Specified |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 10/07/2025 10:30 AM EDT |
| **Completion Date** | 10/07/2025 10:30 AM EDT |
| **Evaluation Score** | 91 |

**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** No problems meeting performance requirements.

**TIMELINESS OF PERFORMANCE** **17/20**

Rating

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

**Comments** First invoice was combined for Nort and South. They will revise and separate in the future.

**BUSINESS RELATIONS** **17/20**

Rating

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

**Comments** Excellent response to any issues.

**CUSTOMER SATISFACTION** **20/20**

Rating

**Outstanding:** Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

**Comments** Highly responsive.

**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** Excellent, just needed to split between North and South work.

**GENERAL COMMENTS**

**Comments** *Not Specified*

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0882 **Meeting Date:** 11/19/2025

### 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-Daimler Trucks North America Contract # 032824-DAI, M2 106 Plus Conventional Chassis-5 Yard Dump Truck in the amount not to exceed $131,927.00 with Peachtree State Trucking Center (Norcross, GA), to transport materials and dump gravel, and debris. 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 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:** For purchase of M2 106 Plus Conventional Chassis with Daimler.

**Scope of Work:** The Department of Public Works will utilize this M2 106 Plus Conventional Chassis-5 Yard Dump Truck to transport materials and landscaping and the removal of debris from a variety of water main jobsites throughout the North Fulton service area.

**Community Impact:** Without this truck, the Department of Public Works faces challenges in transporting materials, performing routine landscaping, and handling debris removal in a timely

manner.

**Department Recommendation:** The Department of Public Works requests the purchase of a M2 106 Plus Conventional Chassis-5 Yard Dump Truck.

**Project Implications:** Without an operational Dump Truck, the task of transporting materials and landscaping and the removal of debris and waste management will suffer causing longer times before material can be hauled.

**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 one-time procurement

## Contract & Compliance Information
Not Applicable

## Exhibits Attached

Exhibit 1: Sourcewell Contract # # 032824-DAI
Exhibit 2: Peachtree State Trucking Center Quote

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

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

## Contract Attached

No

## Previous Contracts

No

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $0.00 |
| Previous Adjustments: | $0.00 |
| This Request: | $131,927.00 |
| TOTAL: | $131,927.00 |

## Grant Information Summary

Amount Requested: ☐ Cash

Match Required:
Start Date:
End Date:
Match Account $:

☐ In-Kind
☐ Approval to Award
☐ Apply & Accept

## Fiscal Impact / Funding Source

**Funding Line 1:**

201-540-5453-1410-Water & Sewer Extension, Public Works, Equipment- $131,927.00

| **Key Contract Terms** | |
|---|---|
| **Start Date:** Upon BOC Approval | **End Date:** 12/31/2025 |
| **Cost Adjustment**: | **Renewal/Extension Terms**: One tim procurement |

**Overall Contractor Performance Rating**: N/A

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

**Report Period Start:** **N/A**
**Report Period End:** **N/A**

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Sourcewell

**Solicitation Number: RFP #032824**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Daimler Trucks North America, 4555 N. Channel Ave., Portland, OR 97217 (referred to as "DTNA" herein.)DTNA and its authorized dealers are collectively referred to as "Supplier" herein.

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 Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. 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.

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## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier's authorized dealers will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. 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, except for components or body installations covered under separate warranties. 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 as described in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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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 it fails to meet the specifications agreed between Participating Entity and Supplier. 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.

## 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

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approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Participating Entities may request that DTNA's authorized dealers perform work at government-owned facilities, including schools. The provision of such work shall be negotiated with the participating DTNA authorized dealer and the Participating Entity.

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## 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 the participating DTNA's authorized dealer 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 the participating DTNA's authorized dealer. 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, DTNA's authorized dealer's 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.

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 participating DTNA authorized 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 the participating DTNA authorized dealer, 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 participating DTNA authorized dealer may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to participating DTNA authorized dealer 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.

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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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- ;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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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.

DTNA will submit payment to Sourcewell for the administrative fee per unit of Equipment and/or Product as stated in the Proposal. 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.

DTNA 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 DTNA is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the DTNA in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this 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.

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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

DTNA agrees to defend, indemnify and hold harmless Sourcewell and the Participating Entities from and against any and all claims which are incurred by or asserted against any Sourcewell and/ or Participating Entities by any third party (including Sourcewell or participating Entities personnel), to the extent such claims arise out of or relate to: (a) the negligent acts, negligent omissions, willful misconduct, or strict liability (whether insured against or not) of, or violation of applicable Law by, any DTNA Indemnitees (as defined below); (b) defects in materials, manufacture, workmanship, or design of any Equipment or Product under this Contract, whether latent or patent (including for failure to properly label, failure to properly warn of dangers associated with use, failure to give proper instructions, failure to inspect adequately, and failure to test adequately); (c) a claim alleging that the manufacture, use, or sale of the Equipment infringes the Proprietary Rights of any third person; or (d) performance of Services for which DTNA contracts in a manner inconsistent with the obligations under this Agreement(e) DTNA's breach of any of its warranties, representations, and obligations in this Contract provided, that DTNA's obligation in this Section 11 will not apply to the extent that a claim results from Sourcewell or Participating Entities' negligence, gross negligence or willful misconduct. As used in this Section 11, "DTNA Indemnitee" means, collectively, DTNA , its affiliates, and its and their respective officers, directors, and personnel, and all of their respective permitted successors and permitted assigns.

## 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. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

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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 the following coverage and limits of insurance:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an claims 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, 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

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$1,000,000 Personal and Advertising Injury
$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.

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. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all

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deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

**19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

**20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

DTNA 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 DTNA declares bankruptcy, DTNA must immediately notify Sourcewell in writing.

DTNA 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. DTNA further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

**21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

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The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

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hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. DTNA certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. DTNA must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). DTNA must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, DTNA certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION

Sourcewell or DTNA 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.

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Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/28/2024 | 5:36 PM CDT

Daimler Trucks North America

Signed by:
Eugene Berg
D426A8843A41488...

By: _____
Eugene Berg
Title: Director-Vocational Sales
Date: 8/19/2024 | 3:31 PM CDT

Daimler Trucks North America

Signed by:
Peter Arrigoni
8C101B7B93C54FD...

By: _____
Peter Arrigoni
Title: Vice President-Vocational Sales
Date: 8/27/2024 | 7:06 PM CDT

# RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

### Vendor Details

| | |
|---|---|
| Company Name: | Daimler Trucks North America |
| Does your company conduct business under any other name? If yes, please state: | Freightliner LLC, Western Star Truck Sales Inc. |
| Address: | 4555 N. Channel Avenue<br>Portland , Oregon 97217 |
| Contact: | Eugene Berg |
| Email: | eugene.berg@daimlertruck.com |
| Phone: | 503-939-3033 |
| HST#: | 93-0790608 |

### Submission Details

| | |
|---|---|
| Created On: | Wednesday February 14, 2024 18:28:59 |
| Submitted On: | Thursday March 28, 2024 09:56:59 |
| Submitted By: | Eugene Berg |
| Email: | eugene.berg@daimlertruck.com |
| Transaction #: | 351f998f-52bc-41d6-9e5b-c374ebf0eb65 |
| Submitter's IP Address: | 163.116.129.117 |

**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") | Daimler Truck North America LLC | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Freightliner LLC & Western Star Truck Sales Inc. & Daimler Truck Financial Services | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | None | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | UID: X4T2HM6GUXB1 | * |
| 5 | Proposer Physical Address: | Daimler Truck North America<br>4555 N. Channel Ave.<br>Portland, OR 97217 | * |
| 6 | Proposer website address (or addresses): | Daimler Truck North America \| Daimler - https://northamerica.daimlertruck.com | * |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Eugene Berg<br>Director - Vocational Sales<br>Daimler Truck North America<br>4555 N. Channel Ave.<br>Portland, OR 97217<br>(503) 939-3033<br>Eugene.Berg@DaimlerTruck.com | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Eugene Berg<br>Director – Vocational Sales<br>Daimler Truck North America<br>4555 N. Channel Ave.<br>Portland, OR 97217<br>(503) 939-3033<br>Eugene.Berg@DaimlerTruck.com | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Jamie Mitchem<br>Vocational District Sales Manager<br>Daimler Truck North America<br>4555 N. Channel Ave.<br>Portland, OR 97217<br>(503) 706-5211<br>Jamie.Mitchem@DaimlerTruck.com | |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * | |
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| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | Daimler Truck North America (DTNA), including Freightliner and Western Star truck brands, is the leading manufacturer of Class 6-8 commercial vehicles in North America, holding approximately 40% share of the market. The company is dedicated to serving "all who keep the world moving" and this simple statement of purpose reflects what we believe to be our integral place in the global supply chain. Whether moving foodstuffs from farms to grocery store shelves, goods from manufacturers to markets, or children to school, every single one of our products – while driven by a single individual – is ultimately making a difference in the lives of thousands, and our commitment to those customers operating those vehicles is steadfast and unwavering.<br><br>As a subsidiary of the global Daimler Truck, we trace our company's history back to Germany of the late 19th century and the earliest days of the engine, as well as the very invention of the truck. From our earliest days, partnerships were core to our business strategy, with two German inventors and businessmen – Gottlieb Daimler and Karl Benz – founding the original Daimler-Benz. The company would continue to evolve and grow over the course of a century to become Daimler AG, at one time the world's largest industrial manufacturing conglomerate, and producer of both heavy trucks and the luxurious line of Mercedes-Benz cars.<br><br>In late 2021, Daimler AG spun off these businesses into two separate entities. Today, Mercedes-Benz cars remain the benchmark of modern automotive luxury, while Daimler Truck provides solutions that support the global supply chain.<br><br>Governed by a diverse Board of Management, Daimler Truck's perspective for the future is heavily influenced by our purpose statement, "For All Who Keep the World Moving." And the company intends to maintain its leading position in conventionally powered trucks and buses while simultaneously transforming its product line for a future of $CO_2$-neutral transportation.<br><br>In nearly every country of the world today, you will find trucks and buses from one of our company's brands. In North America, those vehicle brands include Freightliner and Western Star trucks and Thomas Built Buses. The company's portfolio on the continent is further strengthened by Detroit®, a vertically integrated manufacturer of Daimler Truck's proprietary engines, transmissions, axles, and other components and technologies for both conventional and zero-emission vehicles.<br><br>Our company's proud 130-year history is not only a testament to our resilience, but also emblematic of how partnerships with our customers and our vision for the future help drive toward a common good: good for us, good for our customers, good for society. Even as we've evolved our trucks and buses – and as we continue to evolve their underlying propulsion technologies – we continue to partner with our customers to enable them to keep our world moving. We look forward to having the chance to continue delivering on that purpose for many more centuries to come.<br><br>Please refer to the following documents for additional information:<br>• Folder: "Upload Additional Documents"<br>• Attachments: "DTNA – Company Overview Links"<br>• Hyperlinks contained in attachment:<br>1. Purpose & Vision:<br>a) Daimler Truck North America \| Daimler<br>b) DTNA Purpose Video<br>c) DTNA Vision Video | * |

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| 11 | What are your company's expectations in the event of an award? | Simply stated, it is our intent to strategically help grow both the Sourcewell footprint of Members, as well as Daimler Truck's share of the Muni / Government / Not-for-Profit market. Daimler Truck North America and our desirable truck brands, Freightliner and Western Star have substantial experience and a leading position in the sale and service of municipal vehicles. DTNA plans to realize share growth with our inclusion in the Sourcewell Awarded Contract catalog. With an extensive network of dealers covering ALL of Canada and United States, we will utilize this network, through on-site advertising, tradeshows, conventions, dealer open-houses and our numerous corporately held training events, to both educate on and promote the Sourcewell program.<br><br>If a Sourcewell contract is awarded, we will utilize our internal resources; webinars / social media / dealer training events etc. as well as our large independently owned dealer group and their resources, to promote our Sourcewell contract. If awarded, we look forward to working with the Sourcewell team to establish a joint marketing plan which will maximize the effectiveness of our extensive dealer footprint, throughout the US and Canada, through the resulting launch of our product catalog to the Sourcewell membership.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA – Marketing Plan"<br>• Attachments: "DTNA Marketing Plan Sample – Sourcewell GTM Strategy" |
| 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. | In late 2021, Daimler Truck Holding AG was established in a spin-off from Daimler AG, the former parent company and owner of both Mercedes-Benz cars and the Daimler Truck family of brands, including Freightliner and Western Star trucks. Daimler Truck Holding AG has been listed on the Frankfurt Stock Exchange (Börse Frankfurt) since that time, where we are included as one of the 40 blue chip DAX index companies.<br><br>We are abundantly happy to provide our annual filings for 2021, 2022 and 2023, all of which are inclusive of income statements, cash flow statements, and other salient financial data regarding the health and viability of our business. Please note: the latter of these will be available on March 1, 2024, in conjunction with our disclosure schedule. Additionally, the most recent presentation furnished to analysts, investors, and the media at our July 11, 2023 Capital Market Day program can be found here.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA – Financial Strength & Stability"<br>• Attachments: "DTNA Financial Strength & Stability Hyperlinks"<br>a) Daimler Truck Annual Report 2021<br>b) Daimler Truck Annual Report 2022<br>c) Daimler Truck Annual Report 2023<br>d) Capital Market Day 2023 Presentation (daimlertruck.com) |
| 13 | What is your US market share for the solutions that you are proposing? | In 2023, DTNA captured 39.6% of the total US Class 8 Market, along with 35.4% share of the total US Class 6-7 Market. As of February, 2024 – DTNA has grown that share to 49.7% of the total US Class 8 Market and 40.6% share of the total US Class 6-7 Market.<br><br>Our share of the addressable Truck / Tractor Market (excluding School Busses) is as follows:<br>- Class 6/7: 30.7% - Total (30.7% - Freightliner)<br>- Class 8: 36.8% - Total (33.7% Freightliner / 3.1% Western Star)<br><br>Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8.<br><br>With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA - Upload Additional Document"<br>• Attachments: "DTNA - North America Market Share" |
| 14 | What is your Canadian market share for the solutions that you are proposing? | Class 6/7: 37.5% - Total (37.5% - Freightliner)<br>Class 8: 39.1% - Total (29.5% Freightliner / 9.7% Western Star)<br><br>These values include tractors and trucks. Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8.<br><br>With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers. |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | As of the date of this submission, Daimler Truck North America has never petitioned for bankruptcy protection. Our organization maintains consistent financial strength and stability and is backed globally by a diverse group of investors on the Frankfurt Stock Exchange (Börse Frankfurt).<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA – Financial Strength & Stability"<br>• Attachments: "DTNA Financial Strength & Stability Hyperlinks"<br>a) Daimler Truck Annual Report 2021<br>b) Daimler Truck Annual Report 2022<br>c) Daimler Truck Annual Report 2023<br>d) Capital Market Day 2023 Presentation (daimlertruck.com) |
| 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.<br><br>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?<br><br>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? | DTNA is an Original Equipment Manufacturer (OEM) with over 70 years of experience in the commercial vehicle space. Our organization is backed by an independent dealer network across US, Canada & US Territories. With an extensive presence in 587 sales, service and distributor locations spanning across ALL states, territories and provinces, Daimler Truck North America is the leading commercial vehicle manufacturer in North America. Our portfolio of distinctive brands serves a multitude of industries and commercial vehicle applications. Through affiliated companies like Detroit Diesel Corporation, the company also is a leading provider of heavy- and medium-duty diesel engines and components. As Daimler Truck North America enters its eighth decade, it remains committed to the values on which it was founded: innovation, quality, and an unwavering dedication to meeting customers' needs.<br><br>b) Daimler Truck North America is the leading original equipment manufacturer (OEM) of Class 6-8 commercial vehicles in North America. The sales of our products are performed through a robust network of 448 franchised and independently owned SALES locations, strategically located across the North American continent. The entirety of this dealership network and its employed technicians, are trained and certified by DTNA's trainers to perform routine maintenance and major repairs. In addition, through an exclusive and strategic partnership to provide select services for Freightliner vehicles at approved Love's Truck Care and Speedco locations, Freightliner drivers have access to an even larger network of service points for light mechanical warranty repair work, roadside warranty emergency services, and approved field service and recall campaigns. |

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| 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. | Daimler Truck North America (DTNA) is dedicated to improving the quality of life and preserving the environment within the communities and societies we engage with. Environmental conservation and the conscious use of energy resources stand as fundamentals of DTNA's mission. Our commitment to these principles is underscored by our attainment of external certification through rigorous audits conducted in accordance with the ISO 14001:2015 Environmental Management and ISO 50001:2018 Energy Management systems. This certification verifies DTNA's alignment with the stringent provisions outlined in these standards.<br><br>Class 6-8 vehicles under the brand of Freightliner and Western Star Product lines conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Canada Motor Vehicle Safety Act (CMVSS)<br><br>Daimler Truck fuel tanks are certified to 49 CFR 393.67 for side mounted tanks and we take into consideration the recommended standards to 49 CFR 399.207.<br><br>Daimler Truck vehicles takes into considered of Width and length limitations (23 CFR 658) regulated by the Federal Highway Administration<br><br>The exterior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation and the EPA (40 CFR 205)<br><br>The Interior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation (49 CFR 393.94) Canada Motor Vehicle Safety Act (CMVSS 1106) and OSHA (29 CFR 1910.95)<br><br>Freightliner and Western Star Product are equipped with emission control equipment to comply with all applicable US environmental Protection Agency (EPA) regulations governing control of air population from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, there are offerings that comply to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture. In addition to conforming to J1939-13 for On board diagnostics.<br><br>Daimler Truck North America follows ISO 9001 for Quality Management Systems and takes into consideration and implementation of Functional Safety (ISO 26262) (when developing, designing, and evaluating our vehicles. Our organization also follows ISO 21434 for cybersecurity engineering on Road Vehicles.<br><br>Please refer to the following documents for additional information:<br>• Folder: “DTNA - WMBE-MBE-SBE or Related Certificates”<br>• Attachments:<br>1) “Licenses - Certifications”<br>2) DTNA Certificate of Insurance | * |
| 18 | Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years. | Not applicable to our organization | * |

**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 | In 2023, Daimler Truck North America's head of eMobility, Rakesh Aneja, was appointed to the Electric Vehicle Working Group, an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems. To date, Aneja remains the only OEM representative invited to the Group.<br><br>In 2022, the U.S. Department of Energy recognized the Detroit® plant for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing, the third consecutive year the facility earned the distinction.<br><br>In 2022, the Portland Business Journal named Daimler Truck North America "Innovator of the Year" for the company's pioneering work in electric medium- and heavy-duty vehicles, including the Freightliner eCascadia and Freightliner eM2.<br>In 2022, Heavy Duty Trucking named the Detroit® Assurance Suite of Safety Systems a "Top 20 Products" of the year.<br>In 2021, Equipment Today named the Western Star 49X a "Top 50 New Products" of the year.<br>In 2021, Construction Equipment named the Western Star 47X a "Top 100 New Products" of the year.<br>In 2019, Engadget named the Freightliner Cascadia with Detroit Assurance Suite of Safety Systems the "Best of CES" for transportation technology.<br><br>In 2019, the South Coast Air Quality Management District bestowed the "Clean Air Technology" award on Daimler Truck North America for the company's development of battery electric medium- and heavy-duty trucks.<br><br>Please refer to the following documents for additional information:<br>• Folder: "Upload Additional Documents"<br>• Attachments: "DTNA – Company Overview Links"<br>• Hyperlinks:<br>2. Awards & Certifications Links:<br>a) Electric Vehicle Working Group · Joint Office of Energy and Transportation (driveelectric.gov)<br>b) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® -- A Journey in Energy Management \| Department of Energy<br>c) Makers & Manufacturers Awards Executive of the Year: Tamara Lundgren - Portland Business Journal (bizjournals.com)<br>d) HDT 2022 Top 20 Products - Equipment - Trucking Info<br>e) Daimler wants self-driving trucks on the roads in ten years (engadget.com)<br>f) Daimler Trucks North America Recognized with Clean Air Technology Award \| Daimler |
| 20 | What percentage of your sales are to the governmental sector in the past three years | Market Share for the Government segment in 2019 was an industry leading 31.4% in the US and 32.7% in Canada<br><br>Share of DTNA Business:<br>Class 6/7: 2.8% (2021); 3.7% (2022); 3.3% (2023)<br>Class 8: 4.2% (2021); 4.5% (2022); 4.7% (2023)<br><br>Market Share:<br>- Class 6/7: 33.6% (US)<br>- Class 8: 33.0% (US)<br><br>- Class 6/7: 23.4% (CAN)<br>- Class 8: 46.1% (CAN)<br><br>DTNA has a strong presence in the Government Sector, and it is a very important part of our business where we continue to strive for growth.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA – Upload Additional Document"<br>• Attachments:<br>- "Government Sector Market Share.pdf" |
| 21 | What percentage of your sales are to the education sector in the past three years | As this submission does not include our Thomas Built Bus division (separate proposal submitted under the current School Bus solicitation), the education sector is not applicable to our proposal. That said, the Thomas Built Bus division was 7.1% of our overall business in 2021, 6.1% in 2022, 6.6% in 2023. |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold.<br><br>What is the annual sales volume for each of these contracts over the past three years? | As the largest OEM in the municipal sector, DTNA has worked with several of these organizations over the years, but the contracts are held by our dealer network and not directly with us. Examples include: the Houston Galveston Area Council, Miami Dade Sheriffs Association, Texas Buy Board, and NC Sheriff's Association. Sales to these groups were all more than 50 trucks and generated millions of dollars in sales.<br><br>Please reference additional information in response to Table 5, Question 25 for more detail. |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.<br><br>What is the annual sales volume for each of these contracts over the past three years? | DTNA has a decade's long track record with the US Government (USG) via the GSA's Auto-Choice and Multiple Award Schedule programs. We have also had great success in working with individual branches of Government such as the State Department, USAF, TACOM, USACE, US Navy & Marine Corps via stand-alone contracts. DTNA is viewed as a leading vendor to the USG due to our exceptional customer service and strong support of their marketing efforts such as extensive involvement as a presenter and subject matter expert in the Fed Fleet exhibition. Annual sales on these contacts amount to hundreds of trucks and millions of dollars. As documentation of this success, we have attached market share volumes for the 2023-2024 GSA contract – GS-30F- NA013 in the attached "GSA Contract Results 2023-2024" in the additional documents upload section of our submission. While DTNA is not the prime contractor on any USG sales, we are closely involved with our dealers and the process to ensure the customer need is met.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA – Upload Additional Document"<br>• Attachments: "GSA Contract Results 2023-2024" |

**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 * |
|---|---|---|
| Los Angeles Dept of Water & Power | Tade Mirzakhanyan | 818-771-3614 |
| PB Loader | John Styer | 559-277-7370 |
| Altec | Breanna Kinman | 913-231-6570 |
| Viking Cives | Kevin Newson | 801-204-4130 |

**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 * | |
|---|---|---|---|---|---|---|
| GSA | Government | Other | Class 6-8 Trucks | 100-250/year | Estimated $15 - $37 million | * |
| CT Dept. of Admin Serv | Government | Connecticut - CT | Class 6-8 Trucks | 50-250/year | Estimated $7 - $37 million | * |
| State of Minnesota | Government | Minnesota - MN | Class 6-8 Trucks | 50-250/year | Estimated $7 - $37 million | * |
| Texas Controller of Public Acct. | Government | Texas - TX | Class 6-8 Trucks | 100-150/year | Estimated $15 - $23 million | * |
| Missouri DOT | Government | Missouri - MO | Class 6-8 Trucks | 50-150/year | Estimated $7 - $23 million | * |

**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 * | |
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| 26 | Sales force. | DTNA's corporate sales force includes several Senior Executives, 10 Regional Directors, as well as 40+ District Sales Managers. With an army of 1,000+ dealer sales professionals, we represent a formidable force, tasked with selling and supporting Freightliner and Western Star Trucks across all of the states and provinces in the U.S. and Canada. DTNA's After Sales Support (field parts and service) group has a similar number of corporate Executive, Regional and District staff. Combined corporate support includes 1,000's of dealer; parts, technician, warranty and Customer Experience (CX) experts. DTNA represents one of (if not) THE largest sales and support networks, in North America.<br><br>The DTNA dealer sales force is also comprised of 448 Freightliner and Western Star SALES locations across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members. | * |
| 27 | Dealer network or other distribution methods. | Above and beyond the 448 SALES dealership locations referenced in Question 26, the dealer network also includes numerous Parts & Service locations The TOTAL DTNA dealer network is comprised of 587 Freightliner / Western Star Sales AND Parts & Service locations, across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members. This extensive network draws from 10 strategically placed Parts Delivery Centers across the US and Canada. Additionally, our network has contracts with 171 Detroit Distributor locations, which can service Detroit engines, as well as 413 Loves Truck Care and Speedco locations that are capable of light repairs.<br><br>While DTNA dealers are the primary point of contact for Sourcewell members, DTNA's aftermarket parts team is the cornerstone of our customer uptime initiatives. With over 800 employees across 10 regional Parts Distribution Centers, we are uniquely positioned to support our customer base across North America. One of the primary goals of DTNA's Aftermarket PDC network is to be positioned to support our dealers in delivering within 12-hrs or less via a direct delivery service (DDS) route.<br><br>Members can locate their local, facing Freightliner and Western Star sales & service dealers via the "Find a Dealer" function on our website.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA – Upload Additional Document"<br>• Attachments: "DTNA Dealer Directory"<br><br>• Folder: "DTNA - Marketing Plan"<br>• Attachments: "DTNA – Marketing Plan Website Links"<br>• Hyperlinks:<br>1. Daimler Truck North America \| Daimler<br>2. Western Star – Sourcewell Sample Webpage<br>3. Freightliner – Sourcewell Sample Webpage | * |

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| 28 | Service force. | DTNA has over 700 service locations and the reliability of our dedicated support staff, from our factory certified technicians to our 24/7 toll-free hotline operators. Our job is to make your job easier and more profitable, and with our vast network of service locations.<br><br>The DTNA service network in the United States & Canada includes, but is not limited to:<br>• 388 Freightliner & Western Star dual branded parts & service locations<br>• 79 Freightliner standalone brand parts & service locations<br>• 73 Western Star standalone brand parts & service locations<br>• 134 Detroit distributor branches (Detroit & Allison transmission repairs)<br>• Over 10,000 certified technicians nationwide<br><br>Freightliner ExpressPoint<br>The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road.<br><br>The ExpressPoint experience includes:<br>• Light Mechanical Warranty Repair (1-3 hours)<br>• Roadside warranty emergency services<br>• Approved field service and recall campaigns<br>• Quality workmanship, claim filing and parts availability with local dealers<br>• Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States<br><br>The DTNA corporate Field Service Team has over 100 dedicated and professional District Service Managers strategically located across the United States and Canada that provide support to Customers, Freightliner & Western Star Dealers, and Detroit Distributors.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA – Upload Additional Document"<br>• Attachments: "DTNA Dealer Directory > DTNA Service & Parts Locations" tab.<br><br>• Folder: "DTNA – Upload Additional Document"<br>• Attachments: "DTNA Service Point Links"<br>• Hyperlinks:<br>a) https://www.freightliner.com/service/<br>b) https://www.freightliner.com/service/expresspoint/<br>c) https://www.westernstartrucks.com/parts-and-service/ |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | All purchase negotiations will take place between an authorized DTNA dealer and the Sourcewell member. No orders will be accepted by DTNA on a direct sale basis.<br><br>The process flow for a typical transaction would be as follows:<br>• Sourcewell Member identifies a product need and selects a dealership to work with, from the list of DTNA dealerships posted via the Sourcewell website / web link.<br>• Sourcewell Member and authorized DTNA truck dealership establish a relationship to provide transportation related products and services.<br>• During these consultations, the DTNA dealer will work with the Sourcewell member to establish the specific purpose of the vehicle in question, including any body(s) or equipment that may be required to be sourced.<br>• Based upon the outcome of these discussions the dealership salesperson will develop a set of detailed specifications for the chassis, as well as related equipment if required. This information will be consolidated into a preliminary sales proposal, which will include details of the proposed chassis and if applicable, specifications for any body(s) or equipment required to perform the job defined by the Sourcewell Member. This will then be reviewed between the two parties to ensure that the requirements of any proposal are mutually understood.<br>• Once a clear definition of the deliverable is understood, the DTNA dealer will calculate the price to be quoted using the approved DTNA-Sourcewell program discount for the truck chassis, applying appropriate delivery and transportation charges and pricing all sourced goods using the program defined not-to-exceed mark-up percentage. These costs will be used to calculate any applicable taxes or fees appropriate to the geographic area in question. If applicable, the Canadian exchange rate will be applied at this point. These sub-items will be consolidated into a comprehensive commercial vehicle sales proposal including all applicable terms and conditions to the Sourcewell member for consideration.<br>• Sourcewell member and DTNA dealership review and mutually agree on all aspects of the sales presentation including chassis and equipment specifications, final sales price and applicable terms and conditions.<br>• Upon acceptance of the proposal, the Sourcewell member issues a formal purchase order (PO) to the DTNA dealership.<br>• DTNA dealer accepts the PO and orders the chassis (using the DTNA-Sourcewell program tracking code to ensure proper discounts and routing) along with all other applicable sourced goods required to complete the project.<br>• Dealership coordinates all activities related to the fulfillment of the agreement through final delivery, to fulfill the terms of the Members' PO.<br>• Upon Sourcewell Member's acceptance of the vehicle and receipt of Members payment, as agreed upon, DTNA dealer will request warranty registration of the vehicle from DTNA (OEM).<br>• Dealer will submit their request for Sourcewell program inclusion including the serial # of the vehicle and all required data as to the sourced goods and services involved in the transaction. Dealers who fail to comply with all terms and conditions of the published Sourcewell sales program will incur penalties up to, and or including, chargeback of discounts received to stock levels of discount.<br>• Upon review of the documents presented, and confirmation of applicable invoicing reserves, DTNA (OEM) will warranty register the vehicle and include it in the list of vehicles to be included in the quarterly Sourcewell rebate payment.<br><br>Ultimately, as the Awarded Contract-Holder, DTNA will control and administer pricing concession, based on approved Sourcewell Program Discount level(s), will tabulate monthly / quarterly list of units ordered and delivered through the Sourcewell program and will remit fees to Sourcewell, as committed and contractually bound. Periodic audits of Sourcewell participating dealers will also be performed to ensure accuracy and quality control of the program. As outlined above, the physical negotiation of specification(s) through to ordering, delivery and execution of payment / warranty registration, will be completed by each Sourcewell participating Authorized Dealer. |

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| 30 | Describe in detail the process and procedure of your customer service program, if applicable.<br><br>Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | DTNA's Elite Support Certified network of dealers are focused on delivering a consistent, superior level of customer service with every visit. Elite Support includes, but is not limited to:<br><br>Express Assessment<br>All Elite Support Certified locations participate in Express Assessment, which means the dealer will provide a preliminary assessment within 2 hours of arrival to enable you to make an informed decision on your next course of action. This assessment may include needed repairs, parts availability and an estimate of cost and repair time.<br><br>Maximizing Uptime<br>The ultimate goal of the Elite Support Network is maximizing vehicle uptime. Every Elite Support Dealership must be recertified annually to ensure you experience a consistent, higher standard with every visit across our Network.<br><br>Best-Trained Techs<br>Our technicians receive continual training from the experts at DTNA. We focus on a solid understanding of all vehicle systems and have access to the latest tools to expedite repairs.<br><br>Continuous Improvement<br>Every dealership earning the Elite Support certification must meet specific criteria across all customer service areas. To maintain these high standards, dealerships employ a Continuous Improvement Coordinator that spearheads changes across their location.<br><br>Robust Parts Network<br>Through the combined experience of our network and close collaboration with our service team, we understand what parts we need on-hand to get you back on the road quickly. Elite Support dealerships utilize multiple methods, such as Excelerator, RimPro, and dealer managed inventory to secure the parts you need.<br><br>Exceptional Amenities<br>We know that when we service your vehicle, you're trusting us with your business. Elite Support Certified dealers believe in providing quality solutions and timely communication from a friendly and familiar team. Our facilities are designed to minimize downtime and provide a comfortable environment for drivers as we work to get your truck back on the road.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA – Upload Additional Document"<br>• Attachments: "DTNA Dealer Directory > DTNA Service & Parts Locations" tab.<br><br>• Folder: "DTNA – Upload Additional Document"<br>• Attachments: "DTNA Elite Support Links"<br>• Hyperlinks:<br>a) https://www.freightliner.com/service/elite-support/<br>b) https://www.westernstartrucks.com/parts-and-service/elite-support/ | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout the US. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the US Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout Canada. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the Canadian Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | With 587 Freightliner and Western Star dealerships (sales, parts & service) and contracts with 171 Detroit Distributor locations and 413 Loves Truck Care and Speedco locations, DTNA has significant representation to support Sourcewell Members throughout 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.<br><br>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? | While DTNA provides significant product coverage to serve the education, non-profit, and government sectors – there may be some limitations on coverage for outstanding GSA, or OEM exclusive contracts. Pricing as presented in DTNA's submission is valid for quotation to Sourcewell Members who do not have OEM exclusivity provisions in prior contracts with DTNA. Examples of this would include the GSA Autochoice and MAS / 23V contracts. Otherwise, we are committed to supporting the full scope of Sourcewell customers. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | DTNA maintains a sales & service presence in Hawaii, Alaska, Puerto Rico and has, to the best of knowledge, the only full-line authorized North American OEM dealership, with a presence in Guam. Shipments outside of the continental US or Canadian markets may include incremental fees and commensurate delivery delays, based on mileage and weather conditions. | * |

**Table 7: Marketing Plan**

| Line Item | Question | Response * |
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| 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. | Initial promotion of our products will be oriented towards introducing DTNA's regional and district sales personnel to the Sourcewell distribution model and its benefits to our dealer group. This will be followed by a series of communications to the entire dealer network sales personnel through internal announcements and webinars. External communication will follow and be distributed via DTNA websites and throughout our social channels network. Throughout this process, we look forward to working with the Sourcewell marketing team to convey and reinforce the contract details.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA – Marketing Plan"<br>• Attachments:<br>• "DTNA - Marketing Plan Sample"<br>• "DTNA – Marketing Plan Website Links"<br>• "DTNA Product Video Links"<br>• "Freightliner - M2106-M2112 Product Overview"<br>• "Freightliner - M2 106 Brochure"<br>• "Freightliner - Cascadia DC Brochure"<br>• "Freightliner - 108SD-114SD Product Overview"<br>• "Freightliner - eM2 - Spec Sheet"<br>• "Freightliner - eCascadia - Spec Sheet"<br>• "EconicSD Chassis Brochure"<br>• "Western Star - 47X_49X Brochure"<br>• "Detroit Assurance 5.0" |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | DTNA is committed to promoting our products via progressive social media channels as we increasingly find our customers gravitate to this media as a source of information. Freightliner and Western Star brands maintain a strong presence on social media platforms, such as Facebook, Instagram and Linked In as a way to connect with customers and promote marketing efforts. These efforts are managed via a dedicated management team of social media experts, who will focus on the development of marketing opportunities with Sourcewell.<br><br>The entire DTNA sales organization is also provided leads on future sales opportunities via the proprietary Retail Prospect Management (RPM) marketing tool. This digital tool assists our dealers in identifying buying cycles of Sourcewell members and proactively addressing their requirements.<br><br>DTNA also has a team dedicated to Economic and Trucking Intelligence, which provides the Sales and Marketing teams with up-to-date information about the trucking industry. This information is shared with the teams and dealerships through Retail Prospect Management. RPM shows potential customers within the AOR (Area of Responsibility) of the dealer, district manager, regional manager, and marketing team to help them in prospecting new business. This tool also provides fleet makeup, purchase history, and an industry-first "likelihood of purchase" calculation, developed using an advanced algorithm based on economic and market specific conditions in their local area. This will keep sales associates and dealers informed of Sourcewell members' product requirements and buy cycles, so they can proactively address their needs in a timely manner. |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?<br><br>How will you integrate a Sourcewell-awarded contract into your sales process? | As DTNA respondent(s), we feel that Sourcewell's role in promoting DTNA, our products and dealer partners, will commence with announcing the 2024 Award Recipients. To further the announcement, we anticipate that Sourcewell will promote the addition of DTNA as an Awarded Supplier, to their 1,000's of active Members, through their ongoing marketing efforts. Said efforts to include but not limited to; email, website, trade shows, industry conferences and in general, all of the marketing efforts which have made the Sourcewell Program the success that it is.<br>DTNA is committed to the development of marketing material, including web-based efforts and template style documents to support our dealer network in creating interest in both the Sourcewell Program, as well as driving business to our dealer partners' locations from Members. With the combined efforts of DTNA and Sourcewell, we will expand our reach to better serve mutual municipal, education and non-profit customers.<br>DTNA looks forward to joint marketing efforts and support from Sourcewell staff, in the creation of initiatives which will ultimately serve to both grow sales opportunities for DTNA, as well as growing the Sourcewell footprint. |
| 39 | Are your products or services available through an e-procurement ordering process?<br><br>If so, describe your e-procurement system and how governmental and educational customers have used it. | Our independent dealer network is the primary point of contact for Sourcewell customers going through the new truck purchase process. As such, each dealer location will have their own process for order intake, which may or may not include an e-procurement process.<br><br>Excelerator is DTNA's ultimate e-commerce solution designed to streamline the parts ordering process. Empowering customers to search, find, and buy parts for any make, model, and application.<br><br>Our motivation is to create a nimble and efficient customer experience guided by customer focused initiatives and forward-thinking functionality. Excelerator provides an optimized parts search, PartsProX our fully integrated catalog, real time parts pricing and availability, Inner Circle Rewards, a customer rewards program, product features and images, and VIN verification.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA – Marketing Plan"<br>• Attachments: "DTNA Excelerator Links"<br>• Hyperlinks:<br>1. https://www.freightliner.com/parts/excelerator/<br>2. https://www.westernstartrucks.com/parts-and-service/excelerator/ |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * |
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| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.<br><br>Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | DTNA provides dealer training on all products, features, benefits, maintenance procedures, and their proper operation. The dealer is responsible for providing that same training to the end customer (as required) for successful operation. This training is typically provided during the delivery hand off process. We also have a free app that can be downloaded on a smartphone or tablet that has brochures, news, training videos, dealer locator, and access to DTNA websites. The training videos can be accessed for all models and options or can be filtered to only show the ones specific to your VIN.<br><br>DTNA also provides product training opportunities to customers and our Truck Equipment Manufacturer (TEM) partners, many of whom are already established as Sourcewell vendor partners. An example of this is our Detroit Connect Analytics, which provides users with on-demand, automated analysis and reports detailing fuel efficiency, safety, and performance data. This information can be utilized by municipal fleets to reduce costs and increase safe performance across the fleet. DTNA provides monthly live training webinars and multiple in-person classes. DTNA also has online service training through our Aftermarket Resource Center (ARC). This includes service information and programming options with our Custom Hardware and Electronic Configurator (CHEC) tool that allows you to add safety features to the truck. An example of a programmable feature is the ability to limit the truck speed with a dump body in the up position and automatically triggering the strobe lights to warn others nearby. Another useful tool is our online Technical Resource Guides (TRG). These guides can help you learn how to order, connect, program, and use many of our notable features.<br><br>Another advantage DTNA offers is our unique status as a supplier of integrated transportation solutions. As such, we are uniquely able to offer OEM levels of training on our proprietary Detroit products including engines, transmissions, axles, and safety equipment.<br><br>Many of these training options are free or at an incredibly low cost. The training and any costs associated will be dependent upon joint discussions between the dealer and customer as to what is required and the most effective for their individual needs. |
| 41 | Describe any technological advances that your proposed products or services offer. | Dependent upon the model specified, DTNA offers a full suite of safety systems on our products via proprietary and vendor partner supplied sources. In this fashion, your members can select the system that best integrates into their fleet operations.<br><br>• Active Brake Assist (ABA 5) mitigates potential collisions by calculating truck speed and distance to other vehicles. This determines if a warning or braking action is needed. Full Braking on Moving Pedestrian can detect a person who is about to walk into the truck's path. It issues audio and visual warnings with simultaneous partial braking first, followed by full braking if the driver does not react. Full Braking on moving and stationary vehicles can identify moving or stationary vehicles in the truck's path. When the system detects a potential obstacle, it issues audio and visual warnings. Depending on the situation, partial and full braking may activate as well.<br>• Adaptive Cruise Control (ACC) to 0 MPH automatically adjusts a truck's cruising speed to maintain a safe following distance from other vehicles. With the ability to remain in cruise control longer, drivers experience less fatigue throughout the day, keeping them more alert. ACC works in stop-and-go traffic, too. When the vehicle in front of your truck begins to slow, even to a stop, your truck will stop and hold its brakes. If the stop is less than two seconds, you will start moving again once the vehicle in front of you moves. For stops longer than two seconds, the driver can easily resume motion by engaging the throttle or pushing set/resume.<br>• Side Guard Assist (SGA) alerts drivers of objects in their passenger-side blind spots. As a passive collision mitigation system, SGA will not de-throttle or stop your vehicle. Instead, it keeps the driver in control. If the truck's passenger side gets too close to a moving person or object, the system will warn the driver not to complete the right turn or make a right-hand lane change.<br>• Intelligent High Beam automatically switches a truck's headlights from high to low beams when the system detects environmental light from cities or another vehicle's headlights or taillights. Once the vehicle or city lights are out of sight, high beams switch back on.<br>• Automatic Wipers/Headlamps turn wipers and headlights on or off to match weather and lighting conditions. Wiper and headlight controls must be set to auto for this to work.<br>• Tailgate Warning issues visible alerts on the dash as well as sounds when the truck's following distance is too short in relation to its speed for 10 seconds or longer. Once activated, Tailgate Warning will deactivate only when the truck reduces its speed to less than 20 miles per hour. Remaining in Tailgate Warning mode for 10 seconds or longer will make the event reportable to the selected telematics system.<br>• Lane Departure Warning issues audio and visual alerts when a truck crosses lane markers without using a turn signal.<br>• Traffic Sign Display uses a camera to read speed limit and other traffic signs. From here, the system conveniently displays relevant sign information in the instrument cluster.<br>• Forward-Facing Video Capture utilizes a truck's front-facing camera to record the vehicle's activity before, during and after severe traffic events. This technology provides fleets with better insight into what occurs during crashes, so they are easier to prevent in the future. Forward-Facing Video Capture footage can be accessed via web portal, along with accompanying data and vehicle parameters.<br>• The Driver-Facing Camera captures video footage of drivers before, during and after severe traffic events. This footage, along with other vehicle parameter data, is transmitted via web portal to provide fleet operations and safety personnel better insight into driver reactions during events.<br>• Active Speed Intervention (ASI) is an optional, industry-first technology that is designed to deter operators from speeding and to help new operators adopt safe driving practices. This feature works with Traffic Sign Display to issue a passive alert when the driver exceeds the speed limit. If the operator does not respond, ASI will issue an active warning, and if necessary, will cancel Adaptive Cruise Control and de-throttle the truck.<br>• Brake Hold Mode improves safety and comfort wherever work happens. This feature keeps the truck stopped when the operator removes their foot from the brake pedal, or if their foot slips off while the truck is at rest. |

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| 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. | The overarching ambition of Daimler Truck is to offer for sale by 2039 exclusively those vehicles which are $CO_2$-neutral (in driving operation) in core markets of North America, the EU and Japan. This strategic goal has led to the market introduction of 10 unique battery electric vehicles available across the globe today, four of which are available in North America. The company has received the awards noted in response to question 16 for the latter of these.<br><br>In addition, because the advent of new propulsion technologies requires a supporting ecosystem with which to refuel or recharge those vehicles, the company has been highly active in both the construction of that ecosystem, as well as bringing multiple parties to consensus on the future of that ecosystem.<br><br>As an example of this and to learn from firsthand experience, the company built the first-of-its-kind public charging station for battery electric medium- and heavy-duty vehicles in partnership with local utility Portland General Electric in 2021. "Electric Island", as it is known, has also become the blueprint for a joint venture the company has entered into with NextEra Energy and BlackRock Climate Infrastructure. This JV, named Greenlane™ will break ground on its first commercial vehicle charging station later in 2024.<br><br>While there are a large number of transportation companies, including an OEM like Daimler Truck North America, committed to vehicle electrification, the intersection of transportation and energy requires the increase by orders of magnitude in the generation and distribution of energy. To help navigate the complex and highly varied rules surrounding electric utilities, local building requirements and state and federal impediments to constructing these charging networks, Daimler Truck North America served as one of the founding members of Powering America's Commercial Transportation (PACT) advocacy organization. PACT was formally announced in January of 2024 and is an example of how the company has continued its leadership position as new technologies emerge.<br><br>The founding of PACT also builds on the earlier appointment in 2023 of Daimler Truck North America's head of eMobility, Rakesh Aneja, to the Electric Vehicle Working Group. The EVWG is an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems.<br><br>Please refer to the following documents for additional information:<br>• Folder: "Upload Additional Documents"<br>• Attachments: "DTNA – Company Overview Links"<br>• Hyperlinks:<br>3. ESG Efforts:<br>a) Daimler Trucks North America Recognized with Clean Air Technology Award \| Daimler<br>b) Electric Island: Providing the Pathway to Carbon-Free Trucking \| Black & Veatch (bv.com)<br>c) Drive Greenlane \| Commercial vehicle charging network solutions<br>d) Electric Vehicle Working Group · Joint Office of Energy and Transportation (driveelectric.gov) |
| 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. | Sustainable production and a drive for $CO_2$-neutrality in the driving operation of our products are prime areas of focus for the company. For three consecutive years (2019 - 2022), the company's vertically integrated engine and components manufacturer Detroit® has been recognized by the U.S. Department of Energy for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing.<br><br>In 2020, the Portland Truck Manufacturing Plant in Portland, Oregon, which is home to production of the popular Western Star X-Series and the company's battery electric Freightliners, became the first facility in the company's global network to achieve $CO_2$-neutral production, with the company aiming for all of its North American new vehicle manufacturing plants to follow. And all of the company's manufacturing locations are zero-waste to landfill.<br><br>The company's global ambition is to offer exclusively $CO_2$-neutral (in driving operation) new vehicles for sale by 2039 in North America, the EU and Japan. Around the world, the company already offers for sale 10 different battery electric models, four of which – including the Freightliner eCascadia and eM2 – are available in North America. All models are HVIP eligible and both Freightliner models have received numerous awards, including the "Clean Air Technology" from the South Coast Air Quality Management District.<br><br>Please refer to the following documents for additional information:<br>• Folder: "Upload Additional Documents"<br>• Attachments: "DTNA – Company Overview Links"<br>• Hyperlinks:<br>3. ESG Efforts:<br>e) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® -- A Journey in Energy Management \| Department of Energy<br>f) DTNA Commits to Carbon Neutral Vehicle Production by 2025; Portland Truck Manufacturing Plant Will be First to Meet Target in 2020 \| Daimler (daimlertruck.com)<br>g) HVIP Eligible Vehicles - Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project \| California HVIP<br>h) JETSI-aug31-2021.pdf (aqmd.gov) |
| 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. | Daimler Truck North America (DTNA) is a publicly traded company and does not qualify for provisions identified in this question. Our products are complex; and the scale of our manufacturing volumes require that we source from vendors who can support those production volumes. However, we have a Supplier Diversity Program in its second year that actively sources diverse suppliers as tier 1 suppliers for DTNA. This extends beyond our tier 1 supply-base to tracking our tier 2 and 3 diverse spend as well. Our tier 1 diverse suppliers are tracked through our procurement system and tier 2 spend is tracked through STARS database. We have established diverse spending targets with the goal of 10% diverse spend by 2030. Efforts to attract diverse suppliers include hosting an annual Supplier Diversity events, launching a Supplier Diversity webpage and integrating Supplier Diversity into standard procurement processes. DTNA has a comprehensive ESG program with targets for each pillar. Our supplier diversity efforts fall under our ESG umbrella.<br>Additionally, DTNA has been a major supporter of the Women In Trucking (WIT) network and has been recognized as a 'Best Place to Work for Women' by WIT. Our diversity efforts extend to bringing in the best employees through extensive hiring and recruiting partnerships including 'Society for Women Engineers', 'Society for Asian Scientists and Engineers', 'National Society for Black Engineers' and 'Society for Hispanic Professional Engineers'. We have also supported many hiring initiatives for veterans in our facilities as well as our customers – IE: supporting the "Ride of Pride" trucks that one of our customers customizes each year to support our veterans. Ultimately our goal is to utilize our vast resources to be a good partner to the communities we serve and operate in. |

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| 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? | While there are several unique propositions that we can offer Sourcewell's participating entities (which we describe in detail further below), a deep-seated belief in partnership is what differentiates our company, and it is what has allowed us to earn our position as the leading manufacturer (by market share) of Class 6-8 commercial vehicles in North America. With every interaction, we partner with our customers to understand their specific needs and enable their success.<br><br>That theme of partnership begins in our vehicle development process. We benefit our customers both by leveraging the technologies of our global company and then tailoring those technologies to the individual markets we serve. In that tailoring process, we seed early development units with select customers to monitor and measure real-world performance before a vehicle is released to full production. Recent examples of this approach can be found in our Western Star X-Series (first launched late 2020) development, where our engineers embedded alongside our customers to iterate and refine the final product design to their specific demands. As a case in point of the lengths that were taken, we measured the specific roads - and sometimes the unpaved trails – these customers travelled down to the millimeter and then recreated those road surfaces at our own 87-acre proving grounds to replicate decades' worth of use in matter of months. The end result was increased durability of the truck, uptime for the customer, as well as comfort for the driver.<br><br>Similarly, and specific to our line of proprietary engines, transmission and associated components, we take a partnership approach to understand our customers' needs and tailor global powertrains to specific North American needs. As a case in point and also for the Western Star X-Series, we were aware - thanks to partnership with our customers and firsthand interviews - of the propensity for new drivers to get stuck in loose sand and gravel when driving in quarries or on jobsites. Our engineers then used that problem statement to tailor our global transmission with a specific 'Rock Free' mode to modulate power and allow a driver to remove themselves from a stuck situation. This translates to saved time, effort and profitability of customer operations from having to source another vehicle or backhoe to dislodge a stuck vehicle.<br><br>The partnership approach can also be found in the development of our safety systems, telematics suite and myriad other technologies, but the rubber truly meets the road when the vehicles are in our customers' hands and require planned maintenance or unplanned repair. In these situations, it is critically important to return trucks to the road as quickly as possible to keep perishable cargo moving or get custom critical freight where it's going. The unique proposition we offer for our service network is a partnership with more than 448 franchised dealers, further supplemented by more service points through select Loves and Speedco locations. This vast service point coverage, backed by a network of 10 strategically located parts distribution centers which average greater than 90% next-day order fulfilment, mean we keep our customers running with maximum vehicle uptime.<br><br>It is our belief that this long-cultivated focus on partnerships stands to benefit Sourcewell's participating entities. * |

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
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| 46 | Do your warranties cover all products, parts, and labor? | New Vehicle Limited Warranty:<br>Providing powerful, confidence building warranty protection for every vehicle, DTNA backs every new Freightliner and Western Star with a new vehicle limited warranty covering defects in materials and/or workmanship. Repairing any defects, free of charge and within the warranty period, DTNA delivers exceptional customer service.<br><br>Truck Parts Limited Warranty:<br>With limited warranty protection on aftermarket truck parts sold through authorized dealers, DTNA covers defective materials and/or workmanship for one year.<br><br>Detroit Powertrain Warranty:<br>Detroit engine, transmission, and axle owners enjoy comprehensive warranty coverage, including a fast, hassle-free process and expedited parts and service for critical downtime situations.<br><br>Base warranty coverage details for each model and Detroit components can be found in the attached Warranty upload section.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA – Warranty Information"<br><br>• Attachments:<br>• Freightliner 01 - Level Coverage<br>• Freightliner 02 - Level II Coverage<br>• Freightliner 03 - Level III Coverage<br>• Freightliner 04 - Medium Truck Coverage<br>• Freightliner 05 - SD Vocational Coverage<br>• Freightliner 06 - eCascadia Coverage<br>• Freightliner 07 - eM2 Coverage<br>• Western Star 01 - On-Highway Coverage<br>• Western Star 02 - Vocational Coverage<br>• Western Star 03 - Severe Service Coverage<br>• Western Star 04 - Off-Road Coverage<br>• Vocational Trucks - Detroit Powertrain Coverage<br>• On-Highway Trucks - Detroit Powertrain Coverage<br>• "DTNA – Warranty Information Links"<br>• Hyperlinks:<br>1. Warranty - Freightliner Trucks<br>2. Warranty - Western Star Trucks<br>3. Warranty - Detroit * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Warranty coverages vary, based upon a product's specific coverage limitations. DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in the warranty documents included in our submission to Sourcewell. Coverage includes all components and parts unless specifically covered by other warranties or otherwise excluded by those documents. DTNA warranty coverages do not apply to equipment added after chassis manufacturing since those items are outside of our knowledge or control due to the custom nature of the final product in question. Specific details of any coverage pertaining to those items will need to be confirmed with the selling dealer by the Sourcewell member.<br><br>DTNA warranty on any product used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with product use. * |

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| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Due to the complexity of the vehicles sold under this agreement, the majority of the service to be performed on the equipment will be best undertaken in an authorized DTNA service facility to ensure the highest possible service standards. In some cases, specific dealerships may offer on-site repair options to Sourcewell members. These offerings will vary by the size of the market in question and will be constrained in scope by the limitations of a dealer provided mobile solution. As such, Sourcewell Members should consult the DTNA dealership listings provided in this response to identify the specific services offered by their local DTNA dealership and the specific financial provisions of those services offered. Incremental warranties may be purchased by Sourcewell Members to cover this situation at additional expense. Details of extended warranty coverage and pricing should be negotiated with the selling dealer representative at time of purchase.<br><br>Freightliner and Western Star customers that have purchased Roadside Assistance or Road Call coverage will have access to authorized service locations with a well-equipped service truck and an emergency roadside repair (or a partial repair that would enable driving the unit to the authorized service location). Reasonable travel distance and time may be reimbursed. |
| 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?<br><br>How will Sourcewell participating entities in these regions be provided service for warranty repair? | DTNA has over 700 service locations strategically located across the United States & Canada, with over 10,000 certified technicians available to perform warranty repairs. With this extensive presence, we do not believe there is a gap in service coverage.<br><br>DTNA also has an available Roadside Assistance Program, and Freightliner ExpressPoint to provide convenient access to local repairs.<br><br>Roadside Assistance Program<br>DTNA Roadside Assistance Program is a concierge service helping customers handle unexpected downtime with 24/7/365 support. If you need after hours and weekend roadside support, the Freightliner Roadside Assistance Program is the solution for you!<br><br>DTNA has partnered with FleetNet America, a leading roadside service provider, to offer the very best in roadside service and uptime across United States and Canada.<br>If you are looking for a program that provides staff augmentation, customer specific protocol options, electronic event management, and different communication options for your staff, this program is right for you!<br><br>For Roadside Assistance members, this program provides help in the following areas, but not limited to:<br>• Tire events<br>• DOT related issues<br>• Fuel assistance<br>• Tow services<br><br>If a repair cannot be handled on the side of the road, a helpful and friendly agent will arrange for a tow to a DTNA dealer or distributor, or to the customers preferred location. Our DTNA dealer and distributor network is well versed in your Freightliner & Western Star truck and can get you back up and running quickly.<br><br>Freightliner ExpressPoint<br>The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road.<br><br>The experience includes:<br>• Light Mechanical Warranty Repair (1-3 hours)<br>• Roadside warranty emergency services<br>• Approved field service and recall campaigns<br>• Quality workmanship, claim filing and parts availability with local dealers<br>• Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA – Warranty Information"<br>• Attachment: "DTNA – Warranty Information Links"<br>• Hyperlinks:<br>4. Roadside Assistance Program - Freightliner Trucks<br>5. Roadside Assistance Program - Western Star Trucks<br>6. ExpressPoint - Freightliner Trucks |
| 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? | DTNA New Vehicle Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by DTNA and that are warranted directly by their respective manufacturers. In many instances DTNA dealers and distributors are authorized to perform repairs for components that are warranted directly by their respective component manufacturer. |
| 51 | What are your proposed exchange and return programs and policies? | Exchange or return programs at the OEM level are not typically offered in our industry; and as such are not included in this proposal. Should a Sourcewell member identify an issue that does not meet their expectations, they are encouraged to contact their selling DTNA dealership such that an appropriate resolution of the matter can be negotiated. DTNA will work with the dealership to establish if any OEM warranties are available to assist in this process. Warranties from other participating vendors will be administered at the dealership level. |
| 52 | Describe any service contract options for the items included in your proposal. | Prepaid Maintenance & Extended Warranty Plans:<br>Service / Maintenance Contracts may be available through DTNA's independently owned dealers / dealer groups. Service / Maintenance Contracts may or may not include DTNA's Extended Warranty offerings and will be priced & quoted to the Member, by the dealer thru the quoting process. A Full Maintenance Lease offering may also be offered by one or more of DTNA's dealership(s), which may include rental options and other fleet services, as a complete solution to the transportation needs of the Member.<br><br>Extended Chassis Coverage:<br>Throughout every year of truck ownership, operational and repair costs can be expected to increase significantly. Extended service coverage for a truck chassis helps mitigate the risk of unplanned expenditures for related components. Repair and labor costs are controlled when you're covered, a substantial benefit unavailable outside the network.<br>After your Base Warranty ends, you will be able to count on Extended Service Coverage to control your out-of-pocket repair costs making your business expenses more predictable.<br><br>Extended Detroit Coverage:<br>Multiple time and distances available up to six years or 600K miles for on highway, or seven years or 250K miles for vocational applications. Whether you need engine service tomorrow or major repairs in three years, extended coverage for your truck's engine helps protect your most important investment.<br>Extended coverage from Detroit is also available for Detroit engines, the DT12 transmission, DT12 clutch, and axles.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA – Warranty Information"<br>• Attachment: "DTNA – Warranty Information Links"<br>• Hyperlinks:<br>7. Extended Coverage - Freightliner Trucks<br>8. Extended Coverage - Western Star<br>9. Extended Service Coverage - Detroit |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question | Response * | |
|---|---|---|---|
| 53 | Describe your payment terms and accepted payment methods. | Although an industry standard is typically Net 30 Days from receipt of goods, payment terms will be negotiated between the facing DTNA truck dealership and the Sourcewell member, making the purchase. In this fashion, they are uniquely suited to meet each member's specific needs. | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | DTNA is proud to offer a wide variety of financing options to Sourcewell, through Daimler Truck Financial Services (DTFS) an industry-leading provider of truck financing since 1974. As the captive finance provider for DTNA, DTFS offers a 50-year history of financing commercial vehicles and offers a complete line of finance, lease, and insurance products. DTFS offers many options when financing or leasing a commercial vehicle including retail loans, Muni Leases, TRAC Leases, Mod & Zero TRAC Leases, and FMV Leases. In addition to DTFS' wide range of finance and lease products, DTFS also offers many flexible payment options including Extended Terms, Deferred Payments, Ballon Payments, and up to 90 Days First Payment. DTFS has a well-earned reputation as an industry leader, with creative products and terms that are customized for the commercial vehicle industry.<br><br>Should a Member wish to receive a financing quote, they should notify their dealership salesperson during the discussion of the sale terms. This will prompt the dealership to include their finance manager in the negotiations. Once a thorough understanding of the Members' requirements is established, the dealer will contact DTFS to obtain a quotation, which will be included in the sales proposal.<br><br>Additionally, many DTNA dealers have dealer-owned finance and leasing entities as part of their overall products & services portfolio. As such, they may be able to offer financing and leasing products to meet the specific needs of Members, through their own lending sources, which may also include Financing / Leasing relationships with their local lending institutions and financial partners.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA – Upload Additional Documents"<br>• Attachments:<br>  • "DTFS - Lease Finance Overview"<br>  • "DTFS - Municipal Program Brochure" | * |
| 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. | As all purchase negotiations and transaction details will take place between an authorized DTNA dealer and the Sourcewell Member, each independently owned dealer / dealer group will have its own transaction documents. This said, DTNA has specific Terms of Sale which are to be followed through the dealer ordering process and copies of the Freightliner and Western Star Terms are attached.<br><br>DTNA developed and is utilizing a proprietary web-based Dealer Reservation System (DRS) for managing chassis volume to dealers and tracking orders against said volume. The DRS is beneficial to Sourcewell customers, as dealers know the volume available to them at time of order as well as the timeframe they can expect the unit built. This allows Members to better coordinate installation of additional equipment on the chassis, as well as work within their annual budgets. The DRS is a function of our Retail Prospect Management (RPM) tool, which is also a web based proprietary solution. As this System is completely web-based in nature, DTNA does NOT utilize a specific "order form".<br><br>In addition, to ensure sales are represented accurately from the dealer, any order placed against an approved concession is audited to validate the unit was both retail sold, and warranty registered to the correct customer.<br><br>No orders will be accepted by DTNA on a direct sale basis. Please see the attached sample Price Concession Confirmation letter for details provided for standard approved transactions.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA - Standard Transaction Document Samples"<br>• Attachments:<br>  • Freightliner Terms of Sale<br>  • Western Star Terms of Sale<br>  • Order Intake Process – Example<br>  • Order Tracking / Audit Document – Example<br>  • Sample Form – Sourcewell Concession | * |
| 56 | Do you accept the P-card procurement and payment process?<br><br>If so, is there any additional cost to Sourcewell participating entities for using this process? | P-Cards are not typically used in this type of commercial transaction. Payment terms will be negotiated between the selling DTNA dealership and the Sourcewell member as part of the negotiation of each individual purchase agreement. Should both parties to that transaction agree to the use of a P-Card that payment process may be accommodated. | * |

**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).<br><br>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. | DTNA (Freightliner and Western Star Trucks) pricing is generated by our proprietary spec'ing and pricing software, SpecPro. Based on individual Member needs, a custom specification is created and subsequent MSRP (List Price) generated. Member pricing is then calculated as a function of MSRP (List Price), specific standard and optional content of each vehicle, then discounted accordingly, per the Sourcewell Discount matrix attached. Any / all surcharges, extended warranty(s) and freight charge, as noted in the pricing attachment, will be added after the Member discount(s) and are non-discountable. DTNA will offer discounts from our MSRP (List price) baseline via a sales program marketed to all dealerships in the US & Canada. This discount will be differentiated at the model level to best address the market segments being quoted. Percentage based price concessions will be used to consistently apply the level of discount to the vehicle being quoted. Discounts & applicable currency conversions (i.e. USD to CDN for Canadian Chassis) will be applied at time of chassis invoice via the use of a sales program code included on each individual order by the selling dealer. Specific discounting factors can be found in the matrix attached in the Pricing Document Upload Folder.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA - Pricing"<br>• Attachments:<br>1. DTNA - Base Model MSRP Pricing - CY2024<br>2. US Pricing Matrix - CY2024<br>3. CAN Pricing Matrix - CY2024<br>4. Sample Sourcewell Quote |
| 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. | Base level discount structure will be a percentage reduction off MSRP (List Price), plus an additional 22.00% to 41.5%. A discount matrix, broken out by base model selected, has been provided as an attached document in this submission. MSRP (List) Price includes the Base Model, factory installed option content and customer specific modifications. Surcharges, extended warranty(s) and freight charge are non-discountable, as noted in Question 57 and the supplemental pricing attachment.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA - Pricing"<br>• Attachments:<br>1. DTNA - Base Model MSRP Pricing – CY2024<br>2. US Pricing Matrix - CY2024<br>3. CAN Pricing Matrix - CY2024<br>4. Sample Sourcewell Quote |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | DTNA recognizes the benefit of the Sourcewell program to its Members and the opportunity it presents DTNA in providing our products and services to meet Member needs. As such, Sourcewell pricing is set up to provide a benefit to its Members whether they are purchasing a significant quantity of vehicles or a smaller quantity of one or two vehicles.<br><br>Upon assessing the dynamics of this market, DTNA may choose to periodically incentivize certain models or order periods to offer buying opportunities that benefit Sourcewell members for a defined period. Our proposed pricing model easily facilitates this concept through the application of program codes that can be marketed to the DTNA dealer base and Sourcewell membership pool. Practical application of the specified discount (either flat $ or % based) is accomplished by the selling dealer applying a discount code at time of order. Offerings of this type shall be at the sole discretion of the OEM, but will be promoted jointly by both DTNA & Sourcewell to ensure the broadest possible distribution of the incentive. |
| 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. | Recognizing that individual Sourcewell members will have their own unique requests and requirements, those items are best negotiated between the DTNA dealers and Sourcewell member. The DTNA dealers will provide quotation for nonstandard options requests.<br><br>Nonstandard options, goods and services to include, – but not limited to – truck bodies, trailers, truck equipment, tools, support devices, parts & maintenance kits, training & manuals, software, incremental transport beyond OEM delivery, and warranties will be priced by the DTNA dealers. Pricing structure will be at dealers' cost plus no more than an anticipated 5% mark up. |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.<br><br>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. | Common charges may include, but are not limited to, pre-delivery inspection, incremental freight charges associated with required upfitting, equipment inspection, training or manuals. As Identified in response to question 60 above, any such costs will be identified in the sales quotation provided by the selling DTNA dealer.<br><br>Additionally, applicable Federal, State, Local taxes, fees, title, tag permits, or other miscellaneous requirements are NOT included in prices quoted. These line items will be calculated by the selling dealer for the specific items being sold at time of invoice. It is the responsibility of the Member to provide the selling dealer a valid tax-exemption certification when appropriate. |
| 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. | Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location within Canada or the contiguous United States. Additional shipping charges at dealer cost plus no more than an anticipated 5% will be applied to delivery destinations in Alaska, Hawaii, Guam, Puerto Rico and other US Territories.<br><br>Dependent upon the specifications of the custom vehicle purchased by a Sourcewell Member, incremental transportation services may be required as part of the upfitting process such that a completed vehicle can be delivered. Should the upfit of additional equipment on the truck chassis be part of the agreement between the dealer and Sourcewell Member, the dealer will define any incremental transportation required and its cost to buyer as part of quotation. |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location. That location could be a designated port of embarkation on the US or Canadian mainland. Additional ocean, rail, flatbed, or other transport services that may be required by Sourcewell Members would be priced at the DTNA dealers cost plus no more than an anticipated 5%. |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | • Delivery locations can be changed at any time up until unit has been built into a load at origin build plant allowing for optimal flexibility in customer delivery planning.<br>• Current delivery timelines from plant release to specified delivery location range from 3 – 10 days depending on build location and mileage to specified delivery point. Drivers are allowed to drive a maximum of 500 miles per day.<br>• DTNA has the ability to direct contracted transporters to expedite/prioritize units for delivery based on customer needs.<br>• Loads are moved in an optimal three or four way combination in order to maximize customer deliveries or focus on a critical subset of units.<br>• Storage yards have been established in the event that units are built but need to be held in order to spread out delivery timelines as needed based on customer/location requirements. |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 65 | d. other than what the Proposer typically offers (please describe). | The pricing is exclusive to Sourcewell members, as outlined in in question # 58. DTNA reserves the right to offer periodic incentives beyond the published discount structure. |

**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.<br><br>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.<br><br>Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Upon receiving a PO from a Sourcewell Member, the selling DTNA dealer will place orders for the truck chassis, as well as any associated equipment required. It is the responsibility of the Sourcewell Member to alert the selling dealer that they are utilizing their Sourcewell Membership number. Failure to do so may result in incorrect pricing structure to the Member and payment of the administrative fee to Sourcewell cannot then be guaranteed.<br><br>As part of the ordering process the dealer will identify the municipal entity & their Sourcewell membership in the customer name field for the order (IE: City of Sunnydale / Sourcewell) which is required for the order to be accepted by DTNA. Additionally, the appropriate program code for Sourcewell discounts must be included so that the authorized discount structure can be applied to the invoice. These program codes are a searchable field and remain associated with the serial number generated at time of order.<br><br>Based upon these two data points, DTNA will generate a list of trucks reported sold to Sourcewell Members. This data set will be verified by DTNA via internal audit; and the appropriate remittance sent to Sourcewell on a quarterly basis.<br><br>Please refer to the following documents for additional information:<br>• Folder: “DTNA - Standard Transaction Document Samples”<br>• Attachments:<br>1. Freightliner Terms of Sale<br>2. Western Star Terms of Sale<br>3. DTNA Sample Form - Sourcewell Concession<br>4. DTNA - Order Intake Process<br>5. DTNA - Order Tracking - Audit Document | * |
| 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. | As part of our bid, DTNA has already identified a Program Manager for the Sourcewell account. This individual will be responsible for periodic reports to DTNA upper management detailing sales metrics to include measurement against baseline municipal sales in the US and Canada. Additionally, research will be conducted to ascertain the levels of participation by DTNA dealers and develop sales programs and training as DTNA views to be appropriate to the success of the program. | * |
| 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.<br><br>(See the RFP and template Contract for additional details.) | DTNA will disburse $800 per truck invoiced to Sourcewell Members with the designated sales program code. All credits will be dependent upon this sales code being attached to the order placed with DTNA. Credit disputes will be limited to vehicles reported sold in the previous quarter. | * |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

| Line Item | Category Selection * | |
|---|---|---|
| 69 | Category 1: All engines, fuel, and propulsion type chassis and cabs | * |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question | Response * |
|---|---|---|
| 70 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | DTNA is offering Sourcewell Members, vehicles from Freightliner and Western Star product lines that cover Class 6, 7, & 8 ICE AND BEV, through our extensive dealer network. The models include:<br><br>FREIGHTLINER:<br><br>M2-106 Plus<br>- Conventional Cab<br>- CAB CONFIGURATIONS<br>- Day Cab 106” BBC<br>- Extended Cab 132” BBC<br>- Crew Cab 154” BBC<br>- GVW 18,000 – 66,000 lbs<br>- ENGINE RANGE<br>- Diesel Engine Offerings: Detroit: DD5 & DD8, Cummins: B6.7 & L9<br>- 200-360 HP<br>- 520-1150 lb/ft<br>- TRANSMISSION RANGE – Automatic or Manual<br>- Allison 1000 / 2000 / 3000 series<br>- Eaton Manual<br>- TOP APPLICATIONS<br>- Dump, Plow, P&D, Utility, Sweeper, Refuse, Tank<br><br>BEV - eM2-106 ELECTRIC<br>- Conventional Cab<br>- Day Cab 106” BBC<br>- GVW 26,000 – 33,000 lbs<br>- ENGINE – BATTERY ELECTRIC<br>- 225 hp (165 kW) – 250 or 300 hp (224 kW)<br>- TOP APPLICATIONS<br>- P&D, Utility, Sweeper, Refuse |

M2-112 Plus
- Conventional Cab
- CAB CONFIGURATIONS
- Day Cab 112" BBC
- Extended Cab 132" BBC
- Crew Cab 160" BBC
- GVW 30,000 – 80,000 lbs (as a truck)
- ENGINE RANGE
- 260-525HP
- 730-1850 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12
- Eaton Manual
- Allison 3000 / 4000 series
- TOP APPLICATIONS
- End Dump, Plow, Roll-Off/Refuse, Natural Gas Applications

108SD Plus
- Conventional
- CAB CONFIGURATIONS
- Day Cab 112" BBC
- Extended Cab 132" BBC
- Crew Cab 160" BBC
- GVW 26,000 – 69,000lbs (as a truck)
- ENGINE RANGE 200-380 HP
- 520-1250 lb/ft
- Transmission Range – Automatic or Manual
- Allison 3000 / 4000 series
- Eaton Manual
- TOP APPLICATIONS
- Rail, Car Hauler, Muni Dump/Plow, Tank, Volumetric Mixer

114SD Plus
- Conventional
- CAB CONFIGURATIONS
- Day Cab 114" BBC
- Extended Cab 140" BBC
- Crew Cab 162" BBC
- GVW 26,000 – 92,000 lbs
- ENGINE RANGE 260-525 HP
- 720-1850 lb/ft
- TRANSMISSION RANGE - Automatic, AMT or Manual
- Detroit DT12
- Allison 3000 / 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Mixer, Dump, Plow, Refuse, Crane, Tank

EconicSD
- LCOE (Low Cab-Over Engine)
- CAB CONFIGURATIONS
- Hi and Lo Roof (Based on Front or Rear refuse application) 81" BBC
- GVW 64,000 – 66,000 lbs
- ENGINE RANGE 350 HP
- 1050 lb/ft
- TRANSMISSION RANGE Automatic
- Allison 3000 series
- APPLICATION
- Refuse

Cascadia
- CAB CONFIGURATIONS
- Day Cab 116" and 126" BBC
- Sleeper – 48", 60" and, 72" Options
- GCVW – up to 140,000+
- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15
- 350-605 HP
- 1450-2050 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12-V & DT12-VX AMT
- Allison 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Line-Haul, LTL, P&D, Bulk – Dry, Liquid

BEV - eCascadia ELECTRIC
- Conventional Cab
- Day Cab 116" BBC
- GCVW 65,000 – 82,000 lbs (tractor)
- ENGINE – BATTERY ELECTRIC
- 320 hp (296 kW) – 425 hp (350 kW)
- TOP APPLICATIONS
- Tractor Applications

Western Star:
47X
- CAB CONFIGURATIONS
- Day Cab 111" BBC
- Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof
- GVW – 33,000 – 94,500 lbs (GCVW to 140,000+ as a tractor)
- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD13, Cummins: L9 & X12
- 260-525 HP
- 860-1850 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12-V AMT
- Allison 3000 / 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Construction – Mixer, Dump Crane, Water Tanker
- Government – Snow Plow, Dump, Vacuum Truck
- Tractor – Flat Bed, Agriculture, Belly Dump
- Oil & Gas – Crane, Tanker, Vacuum Truck, Stake, Chemical Spreader
- Bulk – Dry, Liquid

| | | |
|---|---|---|
| | | 49X<br>- CAB CONFIGURATIONS<br>- Day Cab 121" BBC<br>- Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof, 60" Mid Roof, 72"<br>- GVW – 33,000 – 94,500 lbs (GCVW to 200,000+ as a tractor)<br>- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15<br>- 350-605 HP<br>- 1450-2050 lb/ft<br>- TRANSMISSION RANGE – Automatic, AMT or Manual<br>- Detroit DT12-V & DT12-VX AMT<br>- Allison 4000 series<br>- Eaton Manual & Endurant AMT<br>- TOP APPLICATIONS<br>- Construction –Dump Crane, Water Tanker<br>- Logging – Pole Truck, Self-Loader, Chip Trailer, Off Highway<br>- Heavy Haul – Equipment Hauler, Oversize, Specialty<br>- Oil & Gas – Crane, Vacuum Truck<br>- Bulk – Dry, Liquid<br><br>57X<br>- CAB CONFIGURATIONS<br>- Day Cab 116" and 126" BBC<br>- Sleeper – 48", 60" and, 72" Options<br>- GCVW – up to 140,000+<br>- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15<br>- 350-605 HP<br>- 1450-2050 lb/ft<br>- TRANSMISSION RANGE – Automatic, AMT or Manual<br>- Detroit DT12-V & DT12-VX AMT<br>- Allison 4000 series<br>- Eaton Manual & Endurant AMT<br>- TOP APPLICATIONS<br>- Line-Haul, Bulk – Dry / Liquid |
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | DTNA is the leading provider of municipal truck chassis in North America. As such, we have extensive relationships with many of the body builders (TEM's) currently on contract with Sourcewell; and are confident that our dealer group has the required experience to spec the right truck for each Members' needs. A more complete listing of the segments / categories which DTNA products can service, is listed with our individual models, in Question 70, above. The following industry subcategories reflect the general range of solutions we can provide:<br>• cranes<br>• bucket trucks / utility<br>• vacuum trucks<br>• street sweepers<br>• dump trucks<br>• snowplows<br>• refuse<br>• box trucks<br>• tractors<br>• PARTS – replacement / service parts<br>• FINANCIAL SERVICES – Financing and Leasing<br>In the unlikely event that a particular requirement is not immediately identified, our Custom Application Engineering (CAE) team is available to help find solutions for Members.<br><br>As a sub-category, to support the sale of Class 6-8 chassis - DTNA is also committed to supplying replacement / service PARTS, through our extensive distribution network, to serve each individual model and maximize uptime.<br><br>Daimler Truck Financial Services is also available to serve Members' lease / finance needs, through our extensive distribution network. Many of the authorized DTNA dealers also offer lease / finance solutions, through dealer owned captive finance subsidiaries. |
| 72 | Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety. | DTNA produces Western Star and Freightliner trucks in our five North America truck manufacturing plants. We are proud to foster a culture dedicated to continuous improvement in all our manufacturing processes. Long before our trucks are assembled on the production line, our engineering team designs and builds digital mock-ups of every truck model with individual vehicle identification numbers used throughout manufacturing process. State-of-the-art automation, like robots that paint and weld, helps us meet exacting standards on every production line. Sophisticated test equipment ensures that each vehicle's electrical system and chassis alignment is consistent with specifications. Every powertrain is verified and passes a dyno test prior to factory completion.<br><br>The Detroit Assurance® Suite of Safety Systems is our industry-leading safety equipment that including active brake assist, side guard assist, adaptive cruise control, lane departure warning and more to keep operators, workers at the job site, pedestrians, and fellow motorists safe.<br><br>Additional Driver Safety Enhancements include:<br>• Improved insulation that muffles exterior noise and provides greater thermal efficiency.<br>• Driver-centric dash with an easy-to-read driver information center.<br>• Comfortable steering wheel with integrated controls.<br>• An easy-to-use transmission control stalk that allows automated manual and automatic shifting and engine braking functions from the column for safer operation.<br>• Ergonomic seats with precise adjustability for improved driver comfort and reduced fatigue.<br>• Backup Alert System with 7" interactive touch screen display, factory installed backup camera and reverse proximity sensor.<br>• The CHEC Tool customized parameters assist in safe operation with interlocks alerting the drivers to the status of operation.<br><br>Our truck cabs are constructed with corrosion-resistant aluminum that is reinforced with e-coated steel and assembled to precise manufacturing tolerances with Henrob rivets and welded construction. This process produces a durable and safe cab that meets stringent A-pillar impact, rollover and back wall impact tests.<br><br>The vocational chassis includes a robust backbone with a complete offering of single- and double-channel frame rails with set-forward or set-back front axles to maximize payloads, and frames can be custom punched and predrilled to TEM specs for improved up-fit. This includes a best-in-class single channel rail strength with RBM rating of 3.7 million inch-lbs. for greater strength, durability, and weight savings and a new, stronger 9.5mm rail that delivers the same RBM rating as an 11mm while saving nearly 100 pounds. Frame rails fasteners include Huck bolts and phosphate-coated Class 10.9 fine-thread fasteners offer a high clamp load and don't require maintenance. |

| | | |
|---|---|---|
| 73 | Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers. | Express WriteUp<br>With the help of a mobile app, Express WriteUp provides a better way to create repair orders and estimates because they are performed at the vehicle to speed decision making. Express WriteUp also provides a better customer experience to help improve efficiency and convenience.<br><br>Service Tracker<br>Service Tracker is a web-based application for any customer and is used for streamlining communications with our service network and real-time tracking of their vehicles as they progress through the service experience – from estimate ready to vehicle ready. Service Tracker reduces wait time for approving estimates and provides customized repair status notifications.<br><br>Uptime Pro<br>Uptime Pro is a state-of-the-art management software that helps service at a dealer location run at peak efficiency with transparency and coordination that keeps everyone in the loop and provides visibility into progress, status and needs.<br><br>Uptime Performance<br>Uptime Performance enables dealers to understand the customer's view of their efficiency. Each of our Elite Support certified dealerships employs Continuous Improvement Coordinators (CIC) whose main job is to measure their performance and keep improving the customer experience.<br><br>Virtual Technician<br>Detroit Connect Virtual Technician® notifies fleets and owner-operators within minutes if their vehicles experience an engine or aftertreatment fault event. With information on the severity of the fault and recommendations for when, where, and how to best fix the issue, you can reduce time spent on unnecessary maintenance and make better service decisions for your fleet.<br><br>Please refer to the following documents for additional information:<br>• Folder: "DTNA - Pricing"<br>• Attachments: "DTNA – Serviceability & Remote Diagnostics"<br>1. Freightliner - Uptime Management Suite<br>2. Western Star - Uptime Management Suite<br>3. Detroit Connect - On-Highway<br>4. Detroit Connect - Vocational |

**Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type | Offered * | Chassis Type (ICE and/or BEV) | Comments | |
|---|---|---|---|---|---|
| 74 | Class 4 chassis | ○ Yes<br>◉ No | Both Chassis Types (ICE and BEV) | We do not provide products that serve the Class 4 market. | * |
| 75 | Class 5 chassis | ○ Yes<br>◉ No | Both Chassis Types (ICE and BEV) | We do not provide products that serve the Class 4 market. | * |
| 76 | Class 6 chassis | ◉ Yes<br>○ No | Both Chassis Types (ICE and BEV) | DTNA offers a full breadth of products to serve the Class 6 ICE & BEV markets. Offerings include Freightliner M2-106 & Freightliner eM2 | * |
| 77 | Class 7 chassis | ◉ Yes<br>○ No | Both Chassis Types (ICE and BEV) | DTNA offers a full breadth of products to serve the Class 7 ICE & BEV markets. Offerings include Freightliner M2-106, Freightliner M2-112 & Freightliner eM2 | * |
| 78 | Class 8 chassis | ◉ Yes<br>○ No | Both Chassis Types (ICE and BEV) | DTNA offers a full breadth of products to serve the Class 8 ICE & BEV markets. Offerings include Freightliner M2-112, Freightliner 108SD, Freightliner 114SD, Freightliner Econic SD, Freightliner Cascadia, Freightliner eCascadia, Western Star 47X, Western Star 49X & Western Star 57X | * |
| 79 | Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis | ○ Yes<br>◉ No | Both Chassis Types (ICE and BEV) | We do not provide products that server these markets. As the OEM, DTNA will not be the provider of related equipment, accessory parts, upfitting, services, used chassis or class 3 chassis. However, many of our respective authorized dealers will provide these additional offerings at pricing to be determined by the facing dealer. | |

**Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 80 | Battery Electric Vehicle (BEV)<br>Class 4 Chassis | ○ Yes<br>◉ No | DTNA does NOT offer product that serves the Class 4 BEV Market | * |
| 81 | Battery Electric Vehicle (BEV)<br>Class 5 Chassis | ○ Yes<br>◉ No | DTNA does NOT offer product that serves the Class 5 BEV Market | * |
| 82 | Battery Electric Vehicle (BEV)<br>Class 6 Chassis | ◉ Yes<br>○ No | DTNA offers product to serve the Class 6 BEV markets. Offerings include the Freightliner eM2 | * |
| 83 | Battery Electric Vehicle (BEV)<br>Class 7 Chassis | ◉ Yes<br>○ No | DTNA offers product to serve the Class 7 BEV markets. Offerings include the Freightliner eM2 | * |
| 84 | Battery Electric Vehicle (BEV)<br>Class 8 Chassis | ◉ Yes<br>○ No | DTNA offers product to serve the Class 8 BEV markets. Offerings include the Freightliner eCascadia | * |
| 85 | Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis | ○ Yes<br>◉ No | DTNA does NOT offer product that serves this market. | |

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

**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 N2T 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 - DTNA - Pricing.7z - Wednesday March 27, 2024 17:22:02
- Financial Strength and Stability - DTNA - Financial Strength and Stability.7z - Friday March 22, 2024 21:11:59
- Marketing Plan/Samples - DTNA - Marketing Plan.7z - Friday March 22, 2024 21:12:37
- WMBE/MBE/SBE or Related Certificates - DTNA - WMBE-MBE-SBE or Related Certificates.7z - Friday March 22, 2024 21:13:03
- Warranty Information - DTNA - Warranty Information.7z - Friday March 22, 2024 21:13:14
- Standard Transaction Document Samples - DTNA - Standard Transaction Document Samples.7z - Friday March 22, 2024 21:13:26
- Requested Exceptions - DTNA - Requested Exceptions.7z - Thursday March 28, 2024 09:41:37
- Upload Additional Document - DTNA - Upload Additional Document.7z - Friday March 22, 2024 21:33:53

**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. - Eugene Berg, Director - Vocational Sales, Daimler Truck North America

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_7_Class 4-8 Chassis and Cabs _RFP_032824**<br>Thu March 21 2024 08:45 AM | ☑ | 1 |
| **Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824**<br>Wed March 20 2024 12:36 PM | ☑ | 3 |
| **Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824**<br>Mon March 18 2024 12:01 PM | ☑ | 1 |
| **Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824**<br>Wed March 6 2024 09:38 AM | ☑ | 1 |
| **Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824**<br>Wed February 21 2024 04:08 PM | ☑ | 2 |
| **Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824**<br>Wed February 14 2024 04:12 PM | ☑ | 1 |
| **Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824**<br>Thu February 8 2024 04:24 PM | ☑ | 1 |

**Prepared for:**
Ryan Rucker
GADOAS FULTON COUNTY WATER SERVICES
141 Pryor Street SW
Atlanta, GA 30303
Phone: 229-520-9164

**Prepared by:**
Joshua Little
PEACH STATE TRUCK CENTERS
6535 CRESCENT DRIVE
NORCROSS, GA 30071
Phone: 7704495300

# SOURCEWELL # 032824-DAI

# QUOTATION

## M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK

CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM

ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE

23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD

DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE

10,000# TAPERLEAF FRONT SUSPENSION

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB

4575MM (180 INCH) WHEELBASE

NO FIFTH WHEEL

7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI

1775MM (70 INCH) REAR FRAME OVERHANG

| | | | PER UNIT | | TOTAL |
|---|---|---|---|---|---|
| VEHICLE PRICE | **TOTAL # OF UNITS (1)** | $ | 104,710 | $ | 104,710 |
| EXTENDED WARRANTY | | $ | 405 | $ | 405 |
| 11' OX MAVERICK DUMP | | $ | 26,612 | $ | 26,612 |
| **CUSTOMER PRICE BEFORE TAX** | | **$** | ***131,727*** | **$** | ***131,727*** |

## TAXES AND FEES

| | | | | | |
|---|---|---|---|---|---|
| TAXES AND FEES | | $ | 0 | $ | 0 |
| DOC FEE | | $ | 200 | $ | 200 |

## TRADE-IN

| | | | | | |
|---|---|---|---|---|---|
| ***TRADE-IN ALLOWANCE*** | | $ | (0) | $ | (0) |
| **BALANCE DUE** | **(LOCAL CURRENCY)** | **$** | **131,927** | **$** | **131,927** |

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0883 **Meeting Date:** 11/19/2025

### Department
Public Works

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder - Department of Public Works, 25ITB1420563A-ST, Landscaping Restoration Services in an amount not to excced $111,601.80 with Tri Scapes, LLC (Cumming, GA) to provide landscaping restoration services effective January 1, 2026, through December 31, 2026, with two renewal options.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, all competitive sealed bids 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)*
**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:** This contract provides landscaping restoration services of material within private property that is displaced during the repair of sewer and/or water lines as a part of maintenance and emergency activity by the Department of Public Works or a contractor.

**Community Impact:** Public Works aims to provide a speedy restoration of customer's landscaped property after displacement and also seeks to ensure no soil erosion enters the stormwater system. Without a contract in place, slower restoration of customers' property and additional soil erosion

entering into the stormwater system may result.

**Department Recommendation:** The Department of Public Works recommends approval.

**Project Implications:** If the contract is not awarded, it will affect the Department of Public Works' ability to timely restore customer's property and to prevent additional soil erosion from entering into the stormwater system.

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

**Department Issues/Concerns:** There are no issues/concerns have been raised by Public Works staff.

## Contract Modification: This is a new procurement.

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

**Contract Value:** **$111,601.80**

**Prime Vendor:** **Tri Scapes, LLC**
**Prime Status:** **Non-Minority**
**Location:** **Cummings, GA**
**County:** **Forsyth County**
**Prime Value:** **$111,601.80 or 100.00%**

**Total Contract Value:** **$111,601.80 or 100.00%**
**Total Certified Value:** **$00.00 or 0.00%**

## Exhibits Attached

Exhibit 1: Department Recommendation Memo
Exhibit 2: Bid Tabulation Sheet
Exhibit 3: Contractor Performance Memo

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

Roy Barnes, Deputy Director, Public Works, 404-612-6317

## Contract Attached

No

## Previous Contracts

Yes

**Agenda Item No.:** 25-0883 **Meeting Date:** 11/19/2025

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $0.00 |
| Previous Adjustments: | $0.00 |
| This Request: | $111,601.80 |
| TOTAL: | $111,601.80 |

## 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:**

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services-$37,200.60

**Funding Line 2**:

201-540-5469-1160: Water & Sewer Revenue, Public Works, Professional Services-$37,200.60

**Funding Line 3**:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services-$37,200.60

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

**Overall Contractor Performance Rating**: New Vendor

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

**Report Period Start:** **N/A**
**Report Period End:** **N/A**

# DEPARTMENT OF PUBLIC WORKS
## INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Purchasing

**FROM:** David Clark, Direct DC

**DATE:** August 28, 2025

**SUBJECT:** 25ITB1420563A-ST-Landscaping Restoration Services

On August 19, 2025, the Department of Purchasing opened an Invitation to Bid (ITB). There were three (3) responses. Tri Scapes LLC provided the overall lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending the award to the overall lowest responsive and responsible bidder, Tri Scapes, LLC in the amount of $111,601.80.

Funding is available in the following accounts: 201-540-5459-1160: $37,200.60
: 201-540-5469-1160: $37,200.60
: 203-540-5453-1160: $37,200.60

If you require additional information, please contact David Clark 404-612-2804.

cc: Roy Barnes, Deputy Director, Public Works R.E.B. 8-28-25
Adriana Bustillos, Deputy Director, Public Works 08/28/25
Gerald Pace, Deputy Director, Administration, Public Works G P
Andrenette Whitlow, Material Management Manager, Public Works AEW 9/4/25
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

| Landscaping Restoration Services:25ITB1420563A-ST (2026) | | | VENDOR NAME<br>Tri Scapes, LLC<br>ADDRESS<br>1595 PEACHTREE PARKWAY, SUITE 204-396 Cumming Georgia<br>TELEPHONE:<br>CONTACT: Mitzi Chambers | | VENDOR NAME<br>Altisource Solutions Inc.<br>ADDRESS<br>2300 Lakeview Parkway, 7th Floor, Space 756 Alpharetta Georgia<br>TELEPHONE<br>CONTACT: Alma Emery | | VENDOR NAME<br>Mariani Enterprises, LLC. dba Ed Castro Landscape<br>ADDRESS<br>1125 Old Ellis Road Roswell Georgia 30076 United States<br>TELEPHONE<br>CONTACT: Jonathan Merrey | | VENDOR NAME<br>ADDRESS<br>TELEPHONE<br>CONTACT: | |
|---|---|---|---|---|---|---|---|---|---|---|
| ITEM DESCRIPTION | Unit of Measure | Estimated Quantity | Unit Price$ | TOTAL | Unit Price$ | TOTAL | Unit Price $ | TOTAL | UNIT $ | TOTAL |
| 1. Bermuda Sod | sq. ft | 12000 | $ 0.80 | $ 9,600.00 | $ 0.81 | $ 9,720.00 | $ 5.00 | $60,000.00 | | $ - |
| 2. Centipede Sod | sq. ft | 6000 | $ 0.97 | $ 5,820.00 | $ 0.81 | $ 4,860.00 | $ 1.65 | $ 9,900.00 | | $ - |
| 3. Zoysia Sod | sq. ft | 8000 | $ 1.58 | $ 12,640.00 | $ 1.28 | $ 10,240.00 | $ 7.00 | $ 56,000.00 | | $ - |
| 4. Fescue Sod | sq. ft | 8000 | $ 1.22 | $ 9,760.00 | $ 0.68 | $ 5,440.00 | $ 7.00 | $ 56,000.00 | | $ - |
| 5. Fescue Seed | sq. ft | 5000 | $ 0.15 | $ 750.00 | $ 0.13 | $ 650.00 | $ 0.42 | $ 2,100.00 | | $ - |
| 6. Rye Seed | sq. ft | 4000 | $ 0.17 | $ 680.00 | $ 0.12 | $ 480.00 | $ 0.38 | $ 1,520.00 | | $ - |
| 7. Hardwood Mulch (Cypress Mulch) | Cubic Yard | 40 | $ 101.00 | $ 4,040.00 | $ 48.00 | $ 1,920.00 | $ 65.00 | $ 2,600.00 | | $ - |
| 8. Harwood Mulch (Mini Nuggets) | Cubic Yard | 40 | $ 50.00 | $ 2,000.00 | $ 48.00 | $ 1,920.00 | $ 65.00 | $ 2,600.00 | | $ - |
| 9. Hardwood Mulch (Dyed Red Mulch) | Cubic Yard | 40 | $ 57.00 | $ 2,280.00 | $ 54.40 | $ 2,176.00 | $ 65.00 | $ 2,600.00 | | $ - |
| 10. Pea Gravel | Cubic Yard | 20 | $ 46.00 | $ 920.00 | $ 65.00 | $ 1,300.00 | $ 325.00 | $ 6,500.00 | | $ - |
| 11. Marble Chips | Cubic Yard | 20 | $ 125.00 | $ 2,500.00 | $ 76.80 | $ 1,536.00 | $ 300.00 | $ 6,000.00 | | $ - |
| 12. Pine Straw | Bale | 250 | $ 7.50 | $ 1,875.00 | $ 6.40 | $ 1,600.00 | $ 8.50 | $ 2,125.00 | | $ - |
| 13. Wheat Straw | Bale | 250 | $ 18.94 | $ 4,735.00 | $ 5.00 | $ 1,250.00 | $ 20.00 | $ 5,000.00 | | $ - |
| 14. Topsoil | Cubic Yard | 100 | $ 71.50 | $ 7,150.00 | $ 35.00 | $ 3,500.00 | $ 62.00 | $ 6,200.00 | | $ - |
| 15. Compost | Cubic Yard | 100 | $ 78.75 | $ 7,875.00 | $ 40.00 | $ 4,000.00 | $ 80.00 | $ 8,000.00 | | $ - |
| 16. Erosion Control Matting | sq. ft | 2000 | $ 1.15 | $ 2,300.00 | $ 0.45 | $ 900.00 | $ 1.45 | $ 2,900.00 | | $ - |
| 17. Loblolly Pine (Pinus Taeda) - - 5' in height | Each | 5 | $ 417.50 | $ 2,087.50 | $ 45.00 | $ 225.00 | $ 300.00 | $ 1,500.00 | | $ - |
| 18. Virginia Pine (Pinus Virginiana) –6' – 8' in height | Each | 5 | $ 271.88 | $ 1,359.40 | $ 55.00 | $ 275.00 | $ 300.00 | $ 1,500.00 | | $ - |
| 19. Sawtooh Oak (Quercus cutissima)–- 2" caliper | Each | 5 | $ 450.00 | $ 2,250.00 | $ 85.00 | $ 425.00 | $ 360.00 | $ 1,800.00 | | $ - |
| 20. Yoshino Cherry – (Prunus Yedoensis) – 2" caliper | Each | 5 | $ 375.00 | $ 1,875.00 | $ 90.00 | $ 450.00 | $ 360.00 | $ 1,800.00 | | $ - |
| 21. Trees from Group 1 | Each | 5 | $ 468.50 | $ 2,342.50 | $ 2,028.00 | $ 10,140.00 | $ 425.00 | $ 2,125.00 | | |
| 22. Trees from Group 2 | Each | 5 | $ 655.00 | $ 3,275.00 | $ 5,147.20 | $ 25,736.00 | $ 410.00 | $ 2,050.00 | | |
| 23. Trees from Group 3 | Each | 5 | $ 412.50 | $ 2,062.50 | $ 670.61 | $ 3,353.05 | $ 365.00 | $ 1,825.00 | | |
| 24. Trees from Group 4 | Each | 5 | $ 440.00 | $ 2,200.00 | $ 3,539.20 | $ 17,696.00 | $ 540.00 | $ 2,700.00 | | |
| 25. Trees from Group 5 | Each | 5 | $ 665.63 | $ 3,328.15 | $ 4,224.00 | $ 21,120.00 | $ 615.00 | $ 3,075.00 | | $ - |
| 26. Trees from Group 6 | Each | 5 | $ 828.13 | $ 4,140.65 | $ 4,115.20 | $ 20,576.00 | $ 650.00 | $ 3,250.00 | | $ - |
| 27. Trees from Group 7 | Each | 5 | $ 956.00 | $ 4,780.00 | $ 1,049.60 | $ 5,248.00 | $ 700.00 | $ 3,500.00 | | $ - |
| 28. Trees from Group 8 | Each | 5 | $ 1,200.00 | $ 6,000.00 | $ 2,137.60 | $ 10,688.00 | $ 785.00 | $ 3,925.00 | | $ - |
| 29. Evergreen Shrubs from Group 9 | Each | 5 | $ 24.28 | $ 121.40 | $ 204.80 | $ 1,024.00 | $ 55.00 | $ 275.00 | | $ - |
| 30. Evergreen Shrubs from Group 10 | Each | 5 | $ 42.19 | $ 210.95 | $ 217.60 | $ 1,088.00 | $ 60.00 | $ 300.00 | | $ - |
| 31. Deciduous Shrubs from Group 11 | Each | 5 | $ 128.75 | $ 643.75 | $ 102.40 | $ 512.00 | $ 75.00 | $ 375.00 | | $ - |
| GRAND TOTAL: | | | | $111,601.80 | | $170,048.05 | | $260,045.00 | | $0.00 |
| BIDS MAILED | | | NO RESPONSE: | | ASSISTANT PURCHASING AGENT: | | | | | |
| BIDS RECEIVED: | | | NO-BIDS: | | CHIEF ASSISTANT: | | | | | |
| | | | | | DEPT. AUTHORIZATION: | | | | | |

# DEPARTMENT OF PUBLIC WORKS
## INTEROFFICE MEMORANDUM

FULTON COUNTY

**TO:** Felicia Strong-Whitaker, Purchasing

**FROM:** David Clark, Director DC

**DATE:** September 30, 2025

**SUBJECT:** Contractor Performance Memo

The Contractor listed below has not provided services to or for the Fulton County Department of Public Works.

**Project:** Landscaping Restoration Services

**Project #:** 25ITB1420563A-ST

**Contractor:** Tri Scapes, LLC
1595 Peachtree Parkway,
Suite 204-396
Cumming, Georgia 30041

If you require additional information, please contact David Clark at: 404-612-2804.

cc: Roy Barnes, Deputy Director, Public Works R.E.B 10-1-25
Adriana Bustillos, Deputy Director, Public Works 10/01/25
Gerald Pace, Deputy Director, Administration, Public Works G P
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0884 **Meeting Date:** 11/19/2025

### Department
Public Works

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder - Department of Public Works, 25ITBC1430608A-ST, Corporation Stops and Brass Fittings in the amount of $349,862.12 with Fortiline Waterworks (Concord, NC), to provide corporation stops and brass fittings. Effective January 1, 2026, through December 31, 2026, with two renewal options.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, all competitive sealed bids 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)*
**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:** This contract provides for the procurement of corporation stops and brass fittings for water service installation, repair, and maintenance in the North Fulton water distribution system.

**Community Impact:** Failure to procure and maintain these items in stock can negatively impact the operation of the Water Services Division in maintaining water systems and services in a timely and efficient manner.

**Department Recommendation:** The Department of Public Works recommends approval.

**Project Implications:** Failure to procure and maintain these items in stock can negatively impact the operation of the Water Services Division in maintaining water systems and services, which in turn could negatively affect customers in the North Fulton water distribution area.

**Community Issues/Concerns:** No community issues/concerns have been raised to the Public Works staff.

**Department Issues/Concerns:** Department staff have not raised any issues/concerns.

**Contract Modification:** This is a new procurement

## Contract & Compliance Information

**Contract Value:** **$349,862.12**

**Prime Vendor:** **Fortiline Waterworks, Inc.**
**Prime Status:** **Non-Minority**
**Location:** **Concord, NC**
**County:** **Cabarrus County**
**Prime Value:** **$ $349,862.12**

**Total Contract Value:** **$349,862.12 or 100%**
**Total Certified Value:** **-0-**

## Exhibits Attached

Exhibit 1: Recommendation Memo
Exhibit 2: Bid Tabulation Sheet
Exhibit 3: Contractor Performance Memo

## Contact Information

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

## Contract Attached

No

## Previous Contracts

Yes

## Total Contract Value

Original Approved Amount: $0.00

| | |
|---|---|
| Previous Adjustments: | $0.00 |
| This Request: | $349,862.12 |
| TOTAL: | $349,862.12 |

## 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:**

203-540-5453-1450: Water & Sewer R & E, Public Works, Maintenance Supplies - $349,862.12.

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

**Overall Contractor Performance RATING:** New Vendor

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

**Report Period Start:** **N/A**
**Report Period End:** **N/A**

# DEPARTMENT OF PUBLIC WORKS
## INTEROFFICE MEMORANDUM

FULTON COUNTY

**TO:** Felicia Strong-Whitaker, Purchasing

**FROM:** David Clark, Director DC

**DATE:** September 30, 2025

**SUBJECT:** 25ITBC1430608A-ST-Corporation Stops and Brass Fittings

On September 9, 2025, the Department of Purchasing opened an Invitation to Bid (ITB). There were three (3) responses. Fortiline Waterworks provided the overall lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending the award to the overall lowest responsive and responsible bidder, Fortiline Waterworks, in the amount of $349,862.12.

If you require additional information, please contact David Clark at: 404-612-2804.

cc: Adriana Bustillos, Deputy Director, Public Works 10/01/25
Gerald Pace, Deputy Director, Administration, Public Works Gerald Pace
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

**BID TAB**

| | | | | |
|---|---|---|---|---|
| **BID NUMBER/QUOTE #: 25ITBC1430608A-ST** | | **OPENING DATE:** | 9/9/2025 | **PAGE NUMBER:** |
| **BID DESCRIPTION:** To procure Corp Stops and Brass Fittings for the Department of Public Works | | | | |
| **REQUESTING DEPARTMENT:** DEPARTMENT OF PUBLIC WORKS | | | **CONTACT** | |

| 25ITBC1430608A-ST-Corporation Stops and Brass Fittings | | | **VENDOR NAME** Fortiline Waterworks **ADDRESS** 6012 Bayfield Parkway, #107 CONCORD North Carolina 28027 United States **TELEPHONE:** **CONTACT:** Julie Cline | | **VENDOR NAME** Ferguson Waterworks **ADDRESS** 4655 Buford Hwy Norcross Georgia 30071 United States **TELEPHONE** **CONTACT:** Bob Mcwhorter | | **VENDOR NAME** Plumbing Distributors Inc **ADDRESS** 242 Culver Street S Lawrenceville Georgia 30046 United State **TELEPHONE** **CONTACT:** Michael Russell | | **VENDOR NAME** **ADDRESS** **TELEPHONE** **CONTACT:** | | **VENDOR NAME** **ADDRESS** **TELEPHONE** **CONTACT:** | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **ITEM DESCRIPTION** | **UNIT** | **QTY** | **UNIT $** | **TOTAL** | **UNIT $** | **TOTAL** | **UNIT $** | **TOTAL** | **UNIT $** | **TOTAL** | **UNIT $** | **TOTAL** |
| **1.Corporation Stop- ¾" x ¾" x ¾" Male Iron Pipe Thread Inlet by Grip Joint for Copper or Plastic Tubing (CTS) Outlet, Ford Meter Box Company Inc. Model # F600-3-NL, AY McDonald Model # 74701 3/4 AWWA inlet X Flare outlet or equal** | Each | 100 | 52.31 | $ 5,231.00 | 29.77 | $ 2,977.00 | 59.89 | $ 5,989.00 | | | | |
| **2. Corporation Stops- 1" x 1" x 1" AWWA/CC Taper Thread Inlet by Grip Joint for Copper or Plastic Tubing (CTS) Outlet, Ford Meter Box Company Inc. Model # F600-4-NL, AY McDonald Model # 74701 1 AWWA inlet x Flare outlet or equal** | Each | 350 | 66.82 | $ 23,387.00 | 45.48 | $ 15,918.00 | 91.53 | $ 32,035.50 | | | | |
| **3. Ball Valve Curb Stops- ¾" x ¾" x ¾" Flare Copper Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B21- 333W-NL, AY McDonald Model # 76102W 3/4 or equal** | Each | 7000 | 64.74 | $ 453,180.00 | 61.6 | $ 431,200.00 | 124.05 | $ 868,350.00 | | | | |
| **4. Ball Valve Curb Stops – ¾" x 1" x 1" Flare Copper Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B21-344-W-NL, AY McDonald Model # 76102W 1X3/4X1 or equal** | Each | 15 | $ 79.28 | $ 1,189.20 | $ 71.69 | $ 1,075.35 | $ 137.77 | $ 2,066.55 | | $ - | | $ - |
| **5. Ball Valve Curb Stops – 1" x 1" x 1" Flare Copper Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B21-444-NL, AY McDonald Model # 76102 1 or equal** | Each | 500 | $ 92.51 | $ 46,255.00 | $ 84.03 | $ 42,015.00 | $ 169.19 | $ 84,595.00 | | | | |
| **6. Ball Valve Curb Stops – ¾" x ¾" x ¾" Grip Joint Compression for Copper or Plastic Tubing (CTS) Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B41-333-G-NL, AY McDonald Model # 76102G 3/4 or equal** | Each | 1 | $ 65.02 | $ 65.02 | $ 57.52 | $ 57.52 | $ 114.50 | $ 114.50 | | | | |
| **7. Ball Valve Curb Stops – ¾" x ¾" x ¾" Grip Joint for Copper or Plastic Tubing (CTS) Inlet and Outlet, Ford Meter Box Company Inc. Model # B44-333-G-NL, AY McDonald Model # 76100G 3/4 or equal** | Each | 250 | $ 69.59 | $ 17,397.50 | $ 64.58 | $ 16,145.00 | $ 130.42 | $ 32,605.00 | | $ - | | $ - |
| **8. Ball Valve Curb Stops – 1" x 1" x 1" Grip Joint Compression for Copper or Plastic Tubing (CTS) Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B41-444-G-NL, AY McDonald Model # 76102G 1 BALL or equal** | Each | 500 | $ 96.08 | $ 48,040.00 | $ 87.26 | $ 43,630.00 | $ 175.84 | $ 87,920.00 | | | | |
| **9. Ball Valve Curb Stops – 1" x 1" x 1" Grip Joint for Copper or Plastic Tubing (CTS) Inlet and Outlet, Ford Meter Box Company Inc. Model # B44-444- G-NL, AY McDonald Model # 76100G 1 or equal** | Each | 20 | $ 107.67 | $ 2,153.40 | $ 99.50 | $ 1,990.00 | $ 196.04 | $ 3,920.80 | | | | |
| **10. Ball Valve Curb Stop – ¾" x ¾" x ¾" Female Iron Pipe Thread Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B11-333W-NL, AY McDonald Model # 76101W 3/4 or equal** | Each | 25 | $ 57.95 | $ 1,448.75 | $ 52.41 | $ 1,310.25 | $ 105.48 | $ 2,637.00 | | | | |
| **11. Ball Valve Curb Stops – 1" x 1" x 1" Female Iron Pipe Thread Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B11-444W-NL, AY McDonald Model # 76101W 1 or equal** | Each | 25 | $ 88.83 | $ 2,220.75 | $ 80.34 | $ 2,008.50 | $ 161.66 | $ 4,041.50 | | | | |
| **12. Ball Valve Curb Stops – 1-1/2" x 1-1/2" x 1-1/2" Female Iron Pipe Thread Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B11-666W-NL, AY McDonald Model # 76101W 1 1/2 or equal** | Each | 1 | $ 179.74 | $ 179.74 | $ 162.34 | $ 162.34 | $ 327.08 | $ 327.08 | | | | |
| **13. Ball Valve Curb Stops – 2" x 2" x 2" Female Iron Pipe Thread Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B11-777W-NL, AY McDonald Model # 76101W 2 or equal** | Each | 6 | $ 261.70 | $ 1,570.20 | $ 236.48 | $ 1,418.88 | $ 476.23 | $ 2,857.38 | | | | |
| **14. Straight Dual Cart Check Valves- 1" x 1" x 1" Meter Swivel Nut Inlet by Female Iron Pipe Outlet, Ford Meter Box Company Inc. Model # HHC31-444-NL, AY McDonald Model # 711-4JF 54 or equal** | Each | 750 | $ 72.00 | $ 54,000.00 | $ 91.97 | $ 68,977.50 | $ 238.18 | $ 178,635.00 | | | | |
| **15. Straight Dual Cart Check Valves- 5/8" x ¾" & ¾" Integral Female Meter thread Union Inlet by Male Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # HHC038-323-NL, AY McDonald Model # 711-3NP 33 or equal** | Each | 1 | $ 60.59 | $ 60.59 | $ 57.71 | $ 57.71 | $ 116.11 | $ 116.11 | | | | |
| **16. Straight Dual Cart Check Valves – 5/8" x ¾" & ¾" Female Meter Thread Union Inlet by Male Meter** | Each | 7000 | $ 53.01 | $ 371,070.00 | $ 57.71 | $ 403,970.00 | $ 116.11 | $ 812,770.00 | | $ - | | $ - |
| **17. Expansion Connection- 5/8" x ¾" & ¾" Hand Wheel Type, Ford Meter Box Company Inc. Model # EC-23-NL, AY McDonald Model # 714- 2EHG or equal** | Each | 3000 | $ 21.02 | $ 63,060.00 | $ 19.62 | $ 58,860.00 | $ 39.51 | $ 118,530.00 | | | | |
| **18. Flare Copper Couplings – ¾" x ¾" x 1-13/16" Flare Copper to Female Iron Pipe Thread, Ford Meter Box Company Inc. Model # C21-33-NL, AY McDonald Model # 74754.75 or equal** | Each | 1 | $ 14.25 | $ 14.25 | $ 12.88 | $ 12.88 | $ 29.53 | $ 29.53 | | $ - | | $ - |
| **19. Flare Copper Couplings 1" x 1" x 2-1/8" Flare Copper to Female Iron Pipe Thread, Ford Meter Box Company Inc. Model # C21-44-NL, AY McDonald Model # 74754 1 or equal** | Each | 1 | $ 21.82 | $ 21.82 | $ 19.70 | $ 19.70 | $ 34.50 | $ 34.50 | | | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **20. Flare Copper Couplings – ½" x ¾" x 2-1/4" Flare Copper to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C28-33-NL, AY McDonald Model # 74753.75 or equal** | **Each** | 50 | $ 14.42 | **$ 721.00** | $ 13.05 | **$ 652.50** | $ 22.83 | **$ 1,141.50** | | | | |
| **21. Flare Copper Couplings – 1" x 1" x 3-5/8" Flare Copper to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C28-44-NL, AY McDonald Model # 74753 1 or equal** | **Each** | 1 | $ 20.62 | **$ 20.62** | $ 18.64 | **$ 18.64** | $ 32.60 | **$ 32.60** | | | | |
| **22. Grip Joint Couplings – ¾" x ¾" Grip Joint for Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-33-G-NL, AY McDonald Model # 74758G 3/4 or equal** | **Each** | 100 | $ 19.75 | **$ 1,975.00** | $ 17.87 | **$ 1,787.00** | $ 31.25 | **$ 3,125.00** | | | | |
| **23. Grip Joint Couplings – ¾" x 1" Grip Joint for Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-34-G-NL, AY McDonald Model # 74758G 3/4X1 or equal** | **Each** | 20 | $ 22.96 | **$ 459.20** | $ 20.77 | **$ 415.40** | $ 36.32 | **$ 726.40** | | | | |
| **24. Grip Joint Couplings 1" x 1" Grip Joint for Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-44-G-NL, AY McDonald Model # 74758G 1 or equal** | **Each** | 100 | $ 22.60 | **$ 2,260.00** | $ 20.44 | **$ 2,044.00** | $ 35.75 | **$ 3,575.00** | | | | |
| **25. Grip Joint Couplings 1-1/2" x 1-1/2" Grip Joint for Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-66-G-NL, AY McDonald Model # 74758G 1 1/2 or equal** | **Each** | 1 | $ 75.62 | **$ 75.62** | $ 68.40 | **$ 68.40** | $ 119.46 | **$ 119.46** | | | | |
| **26. Grip Joint Couplings 2" x 2" Grip Joint for Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-77-G-NL, AY McDonald Model # 74758G 2 or equal** | **Each** | 1 | $ 102.11 | **$ 102.11** | $ 92.33 | **$ 92.33** | $ 161.56 | **$ 161.56** | | | | |
| **27. Grip Joint Tees – ¾" x ¾" Grip Joint for CTS to Grip Joint for CTS by Grip Joint For CTS, Ford Meter Box Company Inc. Model # T444-333-G-NL, AY McDonald Model # 74760G 3/4 or equal** | **Each** | 15 | $ 47.83 | **$ 717.45** | $ 43.24 | **$ 648.60** | $ 75.69 | **$ 1,135.35** | | | | |
| **28. Grip Joint Tees – 1" x 1" Grip Joint for CTS to Grip Joint for CTS by Grip Joint For CTS, Ford Meter Box Company Inc. Model # T444-444-G-NL, AY McDonald Model # 74760G 1 or equal** | **Each** | 25 | $ 51.14 | **$ 1,278.50** | $ 46.27 | **$ 1,156.75** | $ 80.92 | **$ 2,023.00** | | | | |
| **29. Quick Joint Couplings – 2" x 2" Quick Joint Couplings for Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-77-Q-NL, AY McDonald Model # 74758Q 2 or equal** | **Each** | 6 | $ 102.11 | **$ 612.66** | $ 92.33 | **$ 553.98** | $ 161.56 | **$ 969.36** | | | | |
| **30. Straight Meter Couplings – 5/8" x ¾" & ¾" x 2" Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-23-2-NL, AY McDonald Model # 74620 3/4X3/4X2.00 or equal** | **Each** | 3000 | $ 10.24 | **$ 30,720.00** | $ 9.53 | **$ 28,590.00** | $ 19.17 | **$ 57,510.00** | | | | |
| **31. Straight Meter Couplings – 5/8" x ¾" & ¾" x 2- 1/2" Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-23-2-5-NL, AY McDonald Model # 74620 3/4X3/4X2.50 or equal** | **Each** | 3000 | $ 10.00 | **$ 30,000.00** | $ 10.29 | **$ 30,870.00** | $ 19.17 | **$ 57,510.00** | **$ -** | | **$ -** | |
| **32. Straight Meter Couplings – 5/8" x ¾" & ¾" x 3" Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-23-3-NL, AY McDonald Model # 74620 3/4X3/4X3.00 or equal** | **Each** | 100 | $ 12.77 | **$ 1,277.00** | $ 11.55 | **$ 1,155.00** | $ 23.25 | **$ 2,325.00** | | | | |
| **33. Straight Meter Couplings – 5/8" x ¾" & ¾" x 12- Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-23-12-NL, AY McDonald Model # 74620 3/4X3/4X12.00 or equal** | **Each** | 1500 | $ 52.51 | **$ 78,765.00** | $ 50.07 | **$ 75,105.00** | $ 49.37 | **$ 74,055.00** | **$ -** | | **$ -** | |
| **34. Straight Meter Couplings – 1" x 1" x 2-5/8 Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-44-2-625-NL, AY McDonald Model # 74620 1X1X2.63 or equal** | **Each** | 100 | $ 15.85 | **$ 1,585.00** | $ 15.37 | **$ 1,537.00** | $ 29.53 | **$ 2,953.00** | | | | |
| **35. Meter Coupling – 1" x 1" x 12" Meter Swivel Nut by Male Iron Pipe Threads, Ford Meter Box Company Inc. Model # C38-44-12-FAB-NL, AY McDonald Model # 74620 1X1X12.00 or equal** | **Each** | 250 | $ 71.09 | **$ 17,772.50** | $ 47.49 | **$ 11,872.50** | $ 136.45 | **$ 34,112.50** | **$ -** | | **$ -** | |
| **36. Lok-Pak Meter Couplings – 1-1/2" x 1-1/2" x 2- 9/16" Meter Flange by Pack Joint for Iron Pipe, Ford Meter Box Company Inc. Model # CF35-66-NL, AY McDonald Model # 7610-55 1 1/2 or equal** | **Each** | 10 | $ 86.92 | **$ 869.20** | $ 78.59 | **$ 785.90** | $ 158.17 | **$ 1,581.70** | | | | |
| **37. Lok-Pak Meter Couplings 2" x 2" x 2-13/16" Meter Flange by Pack Joint for Iron Pipe, Ford Meter Box Company Inc. Model # CF35-77-NL, AY McDonald Model # 7610-55 2 or equal** | **Each** | 100 | $ 109.23 | **$ 10,923.00** | $ 101.71 | **$ 10,171.00** | $ 204.63 | **$ 20,463.00** | | | | |
| **38. Large Size Meter Setters- 1-1/2" FNPT x FNPT, AY McDonald Model # 720R800WWFF 666 or equal** | **Each** | 1 | $ 1,148.56 | **$ 1,148.56** | $ 684.89 | **$ 684.89** | $ 1,293.55 | **$ 1,293.55** | | | | |
| **39. Large Size Meter Setters 2" FNPT x FNPT, AY McDonald Model # 720R700WWFF777 or equal** | **Each** | 1 | $ 1,147.60 | **$ 1,147.60** | $ 892.08 | **$ 892.08** | $ 1,796.40 | **$ 1,796.40** | | | | |
| **40. 40 Series Resetters - 5/8" x 3/4" x 9" Angle Key Valve by Angle Cartridge Dual Check Valve- Meter Thread Inlet and Outlet, Ford Meter Box Company Inc.- # VHC42-9W-NLor equal** | **Each** | 10 | $ 176.23 | **$ 1,762.30** | $ 156.64 | **$ 1,566.40** | $ 328.23 | **$ 3,282.30** | | | | |
| **41. 40 Series Resetters 5/8" x ¾" x 18" Angle Key Valve by Angle Cartridge Dual Check Valve- Meter Thread Inlet and Outlet, Ford Meter Box Company Inc. Model # VHC42-18W-NL, AY McDonald Model # 718-218LD or equal** | **Each** | 10 | $ 198.23 | **$ 1,982.30** | $ 177.75 | **$ 1,777.50** | $ 349.94 | **$ 3,499.40** | | | | |
| **42. 40 Series Resetters One (1) inch x One (1) x 9" Angle Key Valve by Angle Cartridge Dual Check Valve- Meter Thread Inlet and Outlet, Ford Meter Box Company Inc. Model # VHC44-9W-NL, AY McDonald Model # 718-409LD or equal** | **Each** | 10 | $ 284.57 | **$ 2,845.70** | $ 290.29 | **$ 2,902.90** | $ 653.30 | **$ 6,533.00** | | | | |
| **43. 40 Series Resetters One (1) inch x One (1) x 18" Angle Key Valve by Angle Cartridge Dual Check Valve- Meter Thread Inlet and Outlet, Ford Meter Box Company Inc. Model # VHC44-18W-NL, AY McDonald Model # 718-418LD or equal** | **Each** | 1 | $ 320.54 | **$ 320.54** | $ 323.70 | **$ 323.70** | $ 523.35 | **$ 523.35** | | | | |
| **44. Retrosetters- 5/8" x ¾" Angle Ball Valve Inlet by Angle Cartridge Dual Check Valve Outlet, Ford Meter Box Company Inc. Model # RETRO-CVBHC-NL, AY McDonald Model # 717-204WD or equal** | **Each** | 10 | $ 182.97 | **$ 1,829.70** | $ 174.97 | **$ 1,749.70** | $ 341.07 | **$ 3,410.70** | | | | |
| **45. Flare Copper Multi-Branch – 1-1/2" x 1" x 1" x 1" Three Flare Copper by Single Male Iron Pipe Thread, Ford Meter Box Company Inc. Model #Y28-346-NL, AY McDonald Model # NA or equal** | **Each** | 10 | $ 77.48 | **$ 774.80** | $ 152.39 | **$ 1,523.90** | $ 128.83 | **$ 1,288.30** | | | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 46. Flare Copper Multi Branch – 2" x 1" x 1" Three Flare Copper by Single Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # Y28-347-NL, AY McDonald Model # 708Y3MC 2x1 or equal | Each | 10 | $ 161.62 | $ 1,616.20 | $ 146.20 | $ 1,462.00 | $ 255.75 | $ 2,557.50 | | | | |
| 47. 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-750-IP4, AY McDonald Model # 3826 6X1 or equal | Each | 10 | $ 116.78 | $ 1,167.80 | $ 121.15 | $ 1,211.50 | $ 203.78 | $ 2,037.80 | | | | |
| 48. 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-750-IP7, AY McDonald Model # 3826 6X2 or equal | Each | 10 | $ 146.69 | $ 1,466.90 | $ 152.18 | $ 1,521.80 | $ 255.99 | $ 2,559.90 | | | | |
| 49. 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-962-IP7, AY McDonald Model # 3826 8X2 or equal | Each | 10 | $ 165.65 | $ 1,656.50 | $ 171.83 | $ 1,718.30 | $ 289.07 | $ 2,890.70 | | | | |
| 50. 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-1212-IP7, AY McDonald Model # 3826 10X2 or equal | Each | 10 | $ 211.19 | $ 2,111.90 | $ 219.09 | $ 2,190.90 | $ 368.54 | $ 3,685.40 | | | | |
| 51. 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-1438-IP7, AY McDonald Model # 3826 12X2 or equal | Each | 10 | $ 240.61 | $ 2,406.10 | $ 249.60 | $ 2,496.00 | $ 419.88 | $ 4,198.80 | | | | |
| 52. 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-962-CC3, AY McDonald Model # 3825 8X3/4 or equal | Each | 20 | $ 144.52 | $ 2,890.40 | $ 149.93 | $ 2,998.60 | $ 252.20 | $ 5,044.00 | | | | |
| 53. 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-962-CC4, AY McDonald Model # 3825 8X1 or equal | Each | 10 | $ 114.52 | $ 1,145.20 | $ 149.93 | $ 1,499.30 | $ 252.20 | $ 2,522.00 | | | | |
| 54. 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-1212-CC4, AY McDonald Model # 3825 10X1 or equal | Each | 10 | $ 179.06 | $ 1,790.60 | $ 185.74 | $ 1,857.40 | $ 312.48 | $ 3,124.80 | | | | |
| 55. 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-1438-CC4, AY McDonald Model # 3825 12X1 or equal | Each | 10 | $ 209.55 | $ 2,095.50 | $ 217.38 | $ 2,173.80 | $ 365.67 | $ 3,656.70 | | | | |
| 56. ¾ inch x 1 inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-34-NL, AY McDonald Model # 72206 1x3/4 or equal | Each | 1000 | $ 3.76 | $ 3,760.00 | $ 4.82 | $ 4,820.00 | $ 3.59 | $ 3,590.00 | | | | |
| 57. ¾ inch x 1-1/2-inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-36-NL, AY McDonald Model # 72206 1 1/2x3/4 or equal | Each | 1 | $ 19.90 | $ 19.90 | $ 12.85 | $ 12.85 | $ 9.55 | $ 9.55 | | | | |
| 58. ¾ inch x 2-inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-37-NL, AY McDonald Model # 72206 2x3/4 or equal | Each | 1 | $ 14.62 | $ 14.62 | $ 18.75 | $ 18.75 | $ 13.95 | $ 13.95 | | | | |
| 59. One (1) inch x ¾ inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-43-NL, AY McDonald Model # NA or equal | Each | 25 | $ 3.76 | $ 94.00 | $ 10.22 | $ 255.50 | $ 3.59 | $ 89.75 | | | | |
| 60. One (1) inch x 1-1/2-inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-46-NL, AY | Each | 10 | $ 8.19 | $ 81.90 | $ 10.51 | $ 105.10 | $ 7.81 | $ 78.10 | | | | |
| 61. One (1) inch x Two (2) inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-47-NL, AY McDonald Model # NA or equal | Each | 1 | $ 14.62 | $ 14.62 | $ 18.75 | $ 18.75 | $ 13.95 | $ 13.95 | | | | |
| 62. 1-1/2-inch x Two (1) inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-67-NL, AY McDonald Model # NA or equal | Each | 1 | $ 11.81 | $ 11.81 | $ 15.57 | $ 15.57 | $ 7.81 | $ 7.81 | | | | |
| 63. Meter Flange –1-1/2" Meter Flange x 1-1/2" Female Iron Pipe, Ford Meter Box Company Inc Model # CF31-66-NL, AY McDonald Model # 7610F 1 1/2 or equal | Each | 200 | $ 47.43 | $ 9,486.00 | $ 42.41 | $ 8,482.00 | $ 85.35 | $ 17,070.00 | | | | |
| 64. Meter Flange – 2" Meter Flange by 2" Female Iron Pipe Thread, Ford Meter Box Company Inc Model # CF31-77-NL, AY McDonald Model # 7610F 2 or equal | Each | 200 | $ 60.54 | $ 12,108.00 | $ 55.38 | $ 11,076.00 | $ 111.44 | $ 22,288.00 | | | | |
| 65. ¾ inch Straight Lead-Free Pipe Coupling, ¾" FNPT Type, Merit Brass Model # XNL-111-12 or equal | Each | 100 | $ 3.71 | $ 371.00 | $ 4.82 | $ 482.00 | $ 3.59 | $ 359.00 | | | | |
| 66. One (1) inch Straight Lead-Free Pipe Coupling 1" FNPT Type, Merit Brass Model # XNL111-16 or equal | Each | 100 | $ 5.63 | $ 563.00 | $ 7.33 | $ 733.00 | $ 5.46 | $ 546.00 | | | | |
| 67. 1-1/2 Inch Straight Lead-Free Pipe Coupling 1- 1/2" FNPT Type, Merit Brass Model # XNL111- 24 or equal | Each | 100 | $ 12.01 | $ 1,201.00 | $ 15.57 | $ 1,557.00 | $ 7.17 | $ 717.00 | | | | |
| 68. Two (2) inch Straight Lead-Free Pipe Coupling, 2-inch FNPT Type, Merit Brass Model # XNL111- 32 or equal | Each | 100 | $ 19.76 | $ 1,976.00 | $ 25.63 | $ 2,563.00 | $ 19.05 | $ 1,905.00 | | | | |
| 69. Close MNPT Brass Nipples – ¾" x Close MNPT Brass Nipples, Merit Brass Inc. Model # 2012- 001 or equal | Each | 100 | $ 2.31 | $ 231.00 | $ 3.28 | $ 328.00 | $ 3.03 | $ 303.00 | | | | |
| 70. Close MNPT Brass Nipples – One (1) x Close MNPT Brass Nipples, Merit Brass Inc. Model # 2016-001 or equal | Each | 100 | $ 3.41 | $ 341.00 | $ 4.83 | $ 483.00 | $ 4.46 | $ 446.00 | | | | |
| 71. Close MNPT Brass Nipples – One and One-Half (1-1/2) x Close MNPT Brass Nipples, Merit Brass Inc. Model # 2024-001 or equal | Each | 100 | $ 6.72 | $ 672.00 | $ 9.33 | $ 933.00 | $ 8.77 | $ 877.00 | | | | |
| 72. Close MNPT Brass Nipples – Two (2) inch x Close MNPT Brass Nipples, Merit Brass Inc. Model # 2032-001 or equal | Each | 100 | $ 10.20 | $ 1,020.00 | $ 14.20 | $ 1,420.00 | $ 13.35 | $ 1,335.00 | | | | |
| 73. MNPT Global Brass Nipples – ¾ inch x two (2) inch MNPT Brass Nipple, Merit Brass Inc. Model # 2012-200 or equal | Each | 100 | $ 2.94 | $ 294.00 | $ 4.13 | $ 413.00 | $ 3.81 | $ 381.00 | | | | |
| 74. MNPT Global Brass Nipples – ¾ inch x four (4) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2012-400 or equal | Each | 100 | $ 5.07 | $ 507.00 | $ 7.08 | $ 708.00 | $ 6.66 | $ 666.00 | | | | |
| 75. MNPT Global Brass Nipples – ¾ inch x six (6) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2012-600 or equal | Each | 100 | $ 7.43 | $ 743.00 | $ 10.35 | $ 1,035.00 | $ 9.72 | $ 972.00 | | | | |
| 76. MNPT Global Brass Nipples – ¾ inch x twelve (12) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2012-1200 or equal | Each | 100 | $ 14.18 | $ 1,418.00 | $ 18.50 | $ 1,850.00 | $ 18.62 | $ 1,862.00 | | | | |
| 77. MNPT Global Brass Nipples – One (1) inch x four (4) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2016-400 or equal | Each | 100 | $ 7.36 | $ 736.00 | $ 10.26 | $ 1,026.00 | $ 9.64 | $ 964.00 | | | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **78. MNPT Global Brass Nipples – One (1) inch x six (6) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2016-600 or equal** | **Each** | 100 | $ 10.83 | **$ 1,083.00** | $ 15.11 | **$ 1,511.00** | $ 14.20 | **$ 1,420.00** | | | | |
| **79. MNPT Global Brass Nipples – One (1) inch x twelve (12) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2016-1200 or equal** | **Each** | 100 | $ 21.30 | **$ 2,130.00** | $ 27.74 | **$ 2,774.00** | $ 27.96 | **$ 2,796.00** | | | | |
| **80. MNPT Global Brass Nipples – One and one-half (11/2) inch x two (2) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2024-200 or equal** | **Each** | 100 | $ 7.18 | **$ 718.00** | $ 10.03 | **$ 1,003.00** | $ 49.01 | **$ 4,901.00** | | | | |
| **81. MNPT Global Brass Nipples – One and one-half (11/2) inch x four (4) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2124-400 or equal** | **Each** | 100 | $ 12.90 | **$ 1,290.00** | $ 16.79 | **$ 1,679.00** | $ 16.90 | **$ 1,690.00** | | | | |
| **82. MNPT Global Brass Nipples – One and one-half (11/2) inch x six (6) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2124-600 or equal** | **Each** | 100 | $ 19.03 | **$ 1,903.00** | $ 24.80 | **$ 2,480.00** | $ 25.01 | **$ 2,501.00** | | | | |
| **83. MNPT Global Brass Nipples – One and one-half (11/2) inch x twelve (12) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2124-1200 or equal** | **Each** | 100 | $ 37.36 | **$ 3,736.00** | $ 48.66 | **$ 4,866.00** | $ 49.01 | **$ 4,901.00** | | | | |
| **84. MNPT Global Brass Nipples – Two (2) inch x Four (4) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2132-400 or equal** | **Each** | 100 | $ 16.59 | **$ 1,659.00** | $ 21.60 | **$ 2,160.00** | $ 21.76 | **$ 2,176.00** | | | | |
| **85. MNPT Global Brass Nipples – Two (2) inch x Six (6) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2132-600 or equal** | **Each** | 100 | $ 24.50 | **$ 2,450.00** | $ 31.88 | **$ 3,188.00** | $ 32.12 | **$ 3,212.00** | | | | |
| **86. MNPT Global Brass Nipples – Two (2) inch x Twelve (12) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2132-1200 or equal** | **Each** | 100 | $ 48.24 | **$ 4,824.00** | $ 62.83 | **$ 6,283.00** | $ 63.32 | **$ 6,332.00** | | | | |
| **87. Straight Lead-Free Pipe Tee, 1-1/2-inch FNPT x FNPT x FNPT, Merit Brass Inc. Model# XNL106- 24 or equal** | **Each** | 100 | $ 19.41 | **$ 1,941.00** | $ 25.48 | **$ 2,548.00** | $ 18.69 | **$ 1,869.00** | | | | |
| **88. Straight Lead-Free Pipe Tee, Two (2) inch FNPT x FNPT x FNPT, Merit Brass Inc. Model# XNL106-32 or equal** | **Each** | 100 | $ 31.94 | **$ 3,194.00** | $ 41.74 | **$ 4,174.00** | $ 30.62 | **$ 3,062.00** | | | | |
| **89. Ninety (90) degree FNPT Pipe Elbow - ¾ inch 90 Degree Pipe Elbow, FNPT Type, Merit Brass Inc. Model# XNL101-12 or equal** | **Each** | 100 | $ 4.64 | **$ 464.00** | $ 6.05 | **$ 605.00** | $ 4.44 | **$ 444.00** | $ - | | $ - | |
| **90. Ninety (90) Degree FNPT Pipe Elbow - One (1) inch 90 Degree Pipe Elbow, FNPT Type, Merit Brass Inc. Model# XNL101-16 or equal** | **Each** | 100 | $ 7.12 | **$ 712.00** | $ 9.33 | **$ 933.00** | $ 6.83 | **$ 683.00** | $ - | | $ - | |
| **91. Ninety (90) Degree FNPT Pipe Elbow - 1-1/2-inch 90 Degree Pipe Elbow FNPT Type, Merit Brass Inc. Model# XNL101-24 or equal** | **Each** | 100 | $ 14.18 | **$ 1,418.00** | $ 25.77 | **$ 2,577.00** | $ 13.59 | **$ 1,359.00** | $ - | | $ - | |
| **92. Ninety (90) Degree FNPT Pipe Elbow - Two (2) Inch 90 Degree Pipe Elbow, FNPT Type, Merit Brass Inc. Model# XNL101-32 or equal** | **Each** | 100 | $ 23.05 | **$ 2,305.00** | $ 30.15 | **$ 3,015.00** | $ 22.11 | **$ 2,211.00** | $ - | | $ - | |
| **93. Rubber Coupling Gaskets – ¾" Rubber Gaskets for 5/8", ¾", One (1) and 1-1/4-inch Meter Coupling Connections, Ford Meter Box Company Inc Model# GT-114 or equal** | **Each** | 3000 | $ 0.12 | **$ 360.00** | $ 0.14 | **$ 420.00** | $ 2.34 | **$ 7,020.00** | $ - | | $ - | |
| **94. Rubber Coupling Gaskets – One (1) inch Rubber Gaskets for 5/8", ¾", One (1) and 1-1/4-inch Meter Coupling Connections, Ford Meter Box Company Inc Model# GT-120 or equal** | **Each** | 3000 | $ 0.16 | **$ 480.00** | $ 0.16 | **$ 480.00** | $ 1.98 | **$ 5,940.00** | $ - | | $ - | |
| | | | | | | | | | | | | |
| **GRAND TOTAL:** | | | | **$1,367,167.53** | | **$1,368,911.82** | | **$2,662,009.59** | **$0.00** | | | **$0.00** |

| | | | |
|---|---|---|---|
| **BIDS MAILED** | **NO RESPONSE:** | **ASSISTANT PURCHASING AGENT:** | |
| **BIDS RECEIVED:** | **NO-BIDS:** | **CHIEF ASSISTANT:** | |
| | | **DEPT. AUTHORIZATION:** | |

# DEPARTMENT OF PUBLIC WORKS
## INTEROFFICE MEMORANDUM

FULTON COUNTY

**TO:** Felicia Strong-Whitaker, Purchasing

**FROM:** David Clark, Director DC

**DATE:** October 2, 2025

**SUBJECT:** Contractor Performance Memo

The Contractor listed below has not provided goods to the Fulton County Public Works Department since 2020. We haven't had the opportunity to evaluate this vendor on their current performance.

**Project:** Corporation Stops and Brass Fittings

**Project #:** 25ITBC1430608A-ST

**Contractor:** Fortiline Waterworks
6012 Bayfield Parkway, 107
Concord, North Carolina 28027

If you require additional information, please contact David Clark 404-612-2804.

cc: Adriana Bustillos, Deputy Director, Public Works 10/03/25
Gerald Pace, Deputy Director, Administration, Public Works Gerald Pace
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0885 **Meeting Date:** 11/19/2025

### Department
Public Works

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to increase spending authority - Department of Public Works, 23ITB139005A-JWT, Standby Utility Pavement Patching & Paving Services in an amount not to exceed $200,000.00 with the K&E Group USA, LLC (Atlanta, GA) to provide standby utility pavement patching and paving services. Effective upon BOC approval through December 31, 2025.

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

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

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

### Is this a purchasing item?
Yes

**Summary & Background:** This request is for an increase in spending authority for K&E Group USA, LLC (Atlanta, GA) to provide standby utility pavement patching and paving services.

This is a unit-based contract, and the unit prices are subject to adjustment, either an increase or a decrease. If the quantities for any work items increase, the Bidder agrees to perform the additional work at the unit prices originally quoted.

The requested increase in spending is due to the following factors:

1. An increased number of projects that required paving were completed this summer.
2. The sizes of the patches are much larger than initially planned because the cities are requiring full lane patches beginning and ending 100 feet before the utility cut. For example, a relatively small 6x6 utility cut, the cities are requiring the patch to be 206’ long by 12’ wide.

This request is within the Public Works budget, and no additional funding is required.

**Scope of Work:** The contract provides for Standby Utility Pavement Patching & Paving Services. The work consists of providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of, among other things, streets, sidewalks, curbs, gutters, and other pavement within Fulton County. The work includes providing an emergency paving repair crew on an as-needed basis. All work shall be in conformance with the contract documents, drawings, and Fulton County standards and specifications. The work will be located in various locations throughout Fulton County.

This request for additional spending authority is necessary because the number and size of repairs has exceeded the amount projected for the year and we will deplete the current funding amount before the end of the fourth quarter of 2025.

**Community Impact:** This contract will benefit the community by providing patching to pavement disturbed by water and sewer maintenance, installations, and repairs.

**Department Recommendation:** The Department of Public Works recommends approval of this increase in spending authority.

**Project Implications:** This service ensures the immediate repair of damaged pavement and pavement patching in locations throughout Fulton County.

**Community Issues/Concerns:** The Department of Public Works is not aware of any community issues or concerns.

**Department Issues/Concerns:** No issues or concerns have been raised by the Department.

## Contract Modification:

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | 23-0636 | 9/20/23 | $300,000.00 |
| 1st Renewal | 23-0947 | 12/20/23 | $300,000.00 |
| Amendment No. 1 | 24-0443 | 6/26/2024 | $300,000.00 |
| 2nd Renewal | 24-0641 | 10/2/2024 | $600.000.00 |
| **Amendment No. 2** | | | **$200,000.00** |
| Total Revised Amount | | | $1,700,000.00 |

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

| | |
|---|---|
| **Total Contract** | **$200,000.00** |
| **Prime Vendor:** | **K & E Group USA LLC** |
| **Prime Status:** | **African American Female Business Enterprise** |
| **Location:** | **Atlanta, GA** |
| **County:** | **Fulton County** |
| **Prime Value:** | **$140,000.00 or 70.00%** |
| **Subcontractor:** | **Kemi Construction** |
| **Subcontractor Status:** | **African American Male Business Enterprise** |
| **Location:** | **College Park, GA** |
| **County:** | **Fulton County** |
| **Contract Value:** | **$40,000.00 or 20.00%** |
| **Subcontractor:** | **ACS Concrete Conyers** |
| **Subcontractor Status:** | **Non-Minority** |
| **Location:** | **Conyers, GA** |
| **County:** | **Rockdale County** |
| **Contract Value:** | **$20,000.00 or 10.00%** |
| **Total Contract Value:** | **$200,000.00 or 100%** |
| **Total Certified Value:** | **$180,000.00 or 90%** |

## Exhibits Attached

Exhibit 1: Amendment Form No. 1
Exhibit 2: Performance Evaluation

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

Wyvern Budram, Traffic Operations Manager, Public Works, 404-612-2249

## Contract Attached

No

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $1,200,000.00 |
| Previous Adjustments: | $300,000.00 |
| This Request: | $200,000.00 |
| TOTAL: | $1,700,000.00 |

**Agenda Item No.:** 25-0885 **Meeting Date:** 11/19/2025

## 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:**

203-540-5400-W053: Water & Sewer R & E, Public Works - $200,000.00

| **Key Contract Terms** | |
|---|---|
| **Start Date:** BOC Approval | **End Date:** 12/31/2025 |
| **Cost Adjustment**: | **Renewal/Extension Terms**: N renewal options remain |

## Overall Contractor Performance Rating: 97

**Would you select/recommend this vendor again?**
Yes

**Report Period Start:** **1/14/2025**
**Report Period End:** **3/13/2025**

# AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **The K&E Group USA LLC**

Contract No.: **23ITB139005A-JWT**, **Standby Utility Pavement Patching & Paving Services**

Address: **3137 Daleview Way**
City, State **Atlanta, GA 30331**

Telephone: **7709062157**

Email: **kemi@thekegroup.us**

Contact: **Kemi Inegbedion**
**President**

**W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with The K&E Group USA LLC to provide Emergency Standby Utility Pavement Patching and Paving Services, dated September 20, 2023, on behalf of the Public Works department; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority to cover the cost for the procurement of Emergency Standby Utility Pavement Patching and Paving Services for the large backlog of patches that needed to be completed at the start of the contract, increase in the number of projects completed this spring, the sizes of the patches being much larger than initially planned for because the cities are requiring full lane patches beginning and ending 100 feet before the utility cut; 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 November 19, 2025 and

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

This Amendment No. 2 to Form of Contract is effective as of November 19, 2025, between the County and , 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:** No change to the Scope of Work

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed $200,000.00 (Two Hundred Thousand Dollars and Zero Cents) approved by BOC

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

4. **EFFECT OF AMENDMENT NO. 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: | CONTRACTOR: |
|---|---|
| **FULTON COUNTY, GEORGIA** | **THE K&E GROUP USA LLC** |
| Robert L. Pitts, Chairman<br>Fulton County Board of Commissioners | [Insert name]<br>[Insert title] |

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 Clark, Director
Public Works

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

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E3 |
| **Project** | Standby Utility Pavement Patching and Paving Services |
| **Project Number** | 23ITB139005A-JWT |
| **Supplier** | The K&E Group USA LLC |
| **Supplier Project Contact** | Kemi Inegbedion (preferred language: English) |
| **Performance Program** | Goods and Commodity Services |
| **Evaluation Period** | 01/14/2025 to 03/13/2025 |
| **Effective Date** | 05/06/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | 03/12/2025 |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 05/06/2025 08:06 AM EDT |
| **Completion Date** | 05/06/2025 08:06 AM 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** This is an on-call emergency repair contract. The Contractors' response time to notification, quality of work and communication with Project Manager exceeds 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** Response time to requests for repairs, duration of repairs and quality of work exceeded expectations.

**BUSINESS RELATIONS** **20/20**

Rating

**Outstanding:** The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

**Comments** Although not required, the contractor provide daily project status updates.

**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** Questions and calls from the Project Manager are promptly responded. and homeowners adjacent to worksites often report of the great customer service received from the contractor and work crews.

**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** Repairs are completed within the scope, schedule and budget. No change order or price increase has been requested.

**GENERAL COMMENTS**

**Comments** *Not Specified*

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0886 **Meeting Date:** 11/19/2025

### Department
Public Works

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the lowest responsible bidder -Department of Public Works, 25ITBC1422651A-KM, Manholes, Frames, Grates and Accessories in the amount of $199,452.75 with Ferguson Waterworks (Norcross, GA) to provide manhole, frames, grates, and accessories. Effective: January 1, 2026, through December 31, 2026, with two renewal options.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item *(If yes, note strategic priority area below)*
**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 of the lowest responsible bidder, Ferguson Waterworks, to provide manhole, frames, grates, and accessories.

**Scope of Work:** This contract will provide manhole, frames, grates, and accessories to the Department of Public Works for the use throughout the North and South Fulton sanitary sewer service areas.

**Community Impact:** Manholes, frames, grates and accessories are essential in maintaining the sanitary sewer system. These materials will be used to replace aging and failing sewer infrastructure

elements. The structures are also updated periodically to prevent human and environmental health issues related to sewer system failure.

**Department Recommendation:** The Department of Public Works recommends approval.

A single bid analysis was conducted and the Department of Purchasing & Contract Compliance has determined it is in the County's best interest to proceed with awarding this procurement.
**Project Implications:** Without approval, these materials will not be available to replace failing structures, which could expose Fulton County to fines and could create environmental hazards.

**Community Issues/Concerns:** Public Works staff are not aware of any community issues or concerns.

**Department Issues/Concerns:** Public Works staff have not raised any issues/concerns.

## Contract Modification: New Procurement

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

**Contract Value:** **$199,452.75**

**Prime Vendor:** **Ferguson Waterworks**
**Prime Status:** **Non-Minority**
**Location:** **Norcross, GA**
**County:** **Gwinnett County**
**Prime Value:** **$199,452.75 or 100.00%**
**Subcontractor:** **None**

**Total Contract Value:** **$199,452.75 or 100.00%**
**Total Certified Value:** **-0-**

## Exhibits Attached

Exhibit 1: Recommendation Memo
Exhibit 2: Bid Tabulation Sheet
Exhibit 3: Performance Evaluation

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

Roy Barnes, Deputy Director, Public Works, 404-612-6317

## Contract Attached

No

## Previous Contracts

Yes

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | $0.00 |
| Previous Adjustments: | $0.00 |
| This Request: | $199,452.75 |
| TOTAL: | $199,452.75 |

## 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:**

201-540-5459-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies-$99,726.38

**Funding Line 2**:

201-540-5469-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies-$99,726.37

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

## Overall Contractor Performance Rating: 85

**Would you select/recommend this vendor again?**
Yes

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

# DEPARTMENT OF PUBLIC WORKS
## INTEROFFICE MEMORANDUM

FULTON COUNTY

**TO:** Felicia Strong-Whitaker, Purchasing

**FROM:** David Clark, Director DC

**DATE:** September 22, 2025

**SUBJECT:** 25ITBC1422651A-KM, Manholes, Frames, Grates and Accessories

On August 27, 2025, the Department of Purchasing opened an Invitation to Bid (ITB). There was one (1) response. Ferguson Waterworks provided the overall lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending the award to the overall lowest responsive and responsible bidder, Ferguson Waterworks, in the amount of $199,452.75.

If you require additional information, please contact David Clark 404-612-2804.

cc: Roy Barnes, Deputy Director, Public Works R.E.B 10-1-25
Gerald Pace, Deputy Director, Administration, Public Works G P
Andrenette Whitlow, Material Management Manager, Public Works
Brian Jones, Chief Assistant Purchasing Agent, Purchasing

**BID TAB**

| | | | | |
|---|---|---|---|---|
| **BID NUMBER/QUOTE #: : 25ITBC1422651A-KM** | | **OPENING DATE:** | 8/27/2025 | **PAGE NUMBER:** |
| **BID DESCRIPTION: To procure Manhole, Frames, Grates and Accessories for the Department of Public Works** | | | | |
| **REQUESTING DEPARTMENT: DEPARTMENT OF PUBLIC WORKS** | | | **CONTACT** | |

| 25ITBC1422651A-KM, Manholes, Frames, Grates and Accessories | | | **VENDOR NAME** | **VENDOR NAME** | **VENDOR NAME** | **VENDOR NAME** | **VENDOR NAME** |
|---|---|---|---|---|---|---|---|
| | | | Ferguson Waterworks | | | | |
| | | | **ADDRESS** | **ADDRESS** | **ADDRESS** | **ADDRESS** | **ADDRESS** |
| | | | 4655 Buford Hwy<br>Norcross Georgia<br>30071 United States | | | | |
| | | | **TELEPHONE:** | **TELEPHONE** | **TELEPHONE** | **TELEPHONE** | **TELEPHONE** |
| | | | **CONTACT:**<br>Bob Mcwhorter | **CONTACT:** | **CONTACT:** | **CONTACT:** | **CONTACT:** |

| ITEM DESCRIPTION | UNIT | QTY | UNIT $ | TOTAL | UNIT $ | TOTAL | UNIT $ | TOTAL | UNIT $ | TOTAL | UNIT $ | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. 1" Composite Riser Rings North North Fulton Sewer 375 South Fulton Sewer 375 Turner Manhole Risers Model# 24/1.25 1 BL Composite Riser, or equal | EACH | 750 | $ 105.25 | $ 78,937.50 | | $ - | | $ - | | $ - | | $ - |
| 2. 1 ½" Composite Riser Rings North North Fulton Sewer 375 South Fulton Sewer 375 Turner Manhole Risers Model# 24/1.25 1 ½ BL Composite Riser, or equal | EACH | 750 | $ 108.25 | $ 81,187.50 | | $ - | | $ - | | $ - | | $ - |
| 3. Composite Ring and Lid North Fulton Sewer 200–South Fulton Sewer 200 Composite Access Products Model# A-1BK24B4- C01CPGSS-H1, or equal | EACH | 400 | $ 855.05 | $ 342,020.00 | | $ - | | $ - | | $ - | | $ - |
| 4. 5/8 x 5-inch Anchor Bolts North Fulton Sewer 800 – South Fulton Sewer 800 | EACH | 1600 | $ 2.86 | $ 4,576.00 | | $ - | | $ - | | $ - | | $ - |
| 5. Silicone Sealant Caulking North Fulton Sewer-200 South Fulton Sewer-200 | EACH | 400 | $ 9.25 | $ 3,700.00 | | $ - | | $ - | | $ - | | $ - |
| 6. Shipping/Freight | EACH | | $ - | $ - | | $ - | | $ - | | $ - | | $ - |
| | | | | $ - | | $ - | | $ - | | $ - | | $ - |
| | | | | $ - | | $ - | | $ - | | $ - | | $ - |
| | | | | $ - | | $ - | | $ - | | $ - | | $ - |
| | | | | $ - | | $ - | | $ - | | $ - | | $ - |
| | | | | $ - | | $ - | | $ - | | $ - | | $ - |
| | | | | $ - | | $ - | | $ - | | $ - | | $ - |
| | | | | $ - | | $ - | | $ - | | $ - | | $ - |
| | | | | $ - | | $ - | | $ - | | $ - | | $ - |
| **GRAND TOTAL:** | | | | **$510,421.00** | | **$0.00** | | **$0.00** | | **$0.00** | | **$0.00** |

| | | | |
|---|---|---|---|
| **BIDS MAILED** | **NO RESPONSE:** | **ASSISTANT PURCHASING AGENT:** | |
| **BIDS RECEIVED:** | **NO-BIDS:** | **CHIEF ASSISTANT:** | |
| | | **DEPT. AUTHORIZATION:** | |

# Performance Evaluation Details

| | |
|---|---|
| **ID** | E9 |
| **Project** | Manholes, Frames, Grates and Accessories |
| **Project Number** | 22ITBC089A - JWT |
| **Supplier** | Ferguson Waterworks |
| **Supplier Project Contact** | Bob Mcwhorter (preferred language: English) |
| **Performance Program** | Goods and Commodity Services |
| **Evaluation Period** | 07/01/2025 to 09/30/2025 |
| **Effective Date** | 10/06/2025 |
| **Evaluation Type** | Formal |
| **Interview Date** | 10/06/2025 |
| **Expectations Meeting Date** | Not Specified |
| **Status** | Completed |
| **Publication Date** | 10/06/2025 03:34 PM EDT |
| **Completion Date** | 10/06/2025 03:34 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*

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0887 **Meeting Date:** 11/19/2025

### Department
Public Works

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Contract Item Agreement (CIA) between Fulton County and the Georgia Department of Transportation (GDOT) for the relocation of water facilities associated with the bridge replacement and widening of SR 120 (Old Milton Parkway) from North Point Parkway to Kimball Bridge Road in the City of Alpharetta (Project ID #0017187).The project includes the relocation of approximately 3,188 linear feet of 8-inch, 10-inch, 12-inch, and 16-inch water lines and associated appurtenances within Fulton County. The estimated cost of the project is $1,768,280.00.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
GA CONST Art. 9, § 3, ¶ I provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. Further, O.C.G.A § 36-10-1 provides that “[a]ll official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.”

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

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

### Is this a purchasing item?
No

### Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of*

*the action that gives an overview of the relevant details for the item.)*

**Scope of Work:** The Georgia Department of Transportation (GDOT) is currently planning to replace the existing bridge and widen SR 120 (Old Milton Parkway) over Big Creek in the City of Alpharetta. The GDOT-funded and managed project includes bridge replacement, road widening, and sidewalk improvements. As part of this effort, approximately 3,188 linear feet of 8-inch, 10-inch, 12-inch, and 16-inch Fulton County-owned water lines, along with associated appurtenances, will be relocated within the existing right-of-way. GDOT plans to bid the bridge replacement project by the end of 2025 and has requested execution of a Contract Item Agreement (CIA) with Fulton County. This agreement will allow GDOT to include the water main and sewer line relocation in their bid package. Fulton County will reimburse GDOT for the actual cost of the utility relocation work upon completion and acceptance of the bid. Water service is expected to remain largely uninterrupted during the construction period. Fulton County staff will be on-site during the relocation of the water and sewer lines to ensure the work is completed in accordance with Fulton County standards. The estimated cost for the relocation and installation of the impacted water mains is $1,768,280.00, which has been budgeted through the Water and Sewer Fund and included in the 2016-2026 Capital Improvement Program.

**Community Impact:** The existing 8-inch, 10-inch, 12-inch, and 16-inch water mains currently serve various facilities along SR 120 within Fulton County. The planned bridge replacements and roadway improvements will impact these water lines, which provide critical service to developments in the area. Relocation is necessary to ensure uninterrupted service and to accommodate GDOT's construction activities.

**Department Recommendation:** The Department of Public Works believes the most cost-effective approach to completing the water main relocations is to allow the Georgia Department of Transportation (GDOT) to include the work in their roadway project bid. Therefore, the Department recommends that Fulton County enter into a Contract Item Agreement (CIA) with GDOT.

**Project Implications:** The bridge replacement and roadway widening along SR 120 will impact existing water lines due to necessary modifications in roadway grades. As a result, the water lines must be relocated, and valves adjusted to match the proposed roadway elevations. These relocations are essential to maintaining continuous water and sewer service in the area.

**Community Issues/Concerns:** Water service will be maintained throughout the construction period. However, temporary service interruptions may occur during the tie-in phases between the new and existing water lines. Impacted customers will be notified in advance.

**Department Issues/Concerns:** The Department of Public Works is not aware of any issues or concerns with the proposed CIA. Similar agreements between GDOT and Fulton County have proven effective on past projects.

**Contract Modification** (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text "* ***New Procurement****." If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.)*

**Agenda Item No.:** 25-0887 **Meeting Date:** 11/19/2025

New Procurement

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

Georgia Department of Transportation (GDOT)

## Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

*Exhibit A - CIA between GDOT and Fulton County*

*Exhibit B - CIA Estimate of Cost*

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

Georgia Department of Transportation (GDOT)

## Contract Attached

Yes

## Previous Contracts

No

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | |
| Previous Adjustments: | |
| This Request: | $1,768,280.00 |
| TOTAL: | $1,768,280.00 |

## Fiscal Impact / Funding Source

### Funding Line 1:

203-540-5400-I301 Water & Sewer Renewal and Extension Fund

**Russell R. McMurry, P.E., Commissioner**
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

August 29, 2025

Mr. Robb Pitts
Chairman
Fulton County Board of Commissioners
141 Pryor Street, SW
10th Floor
Atlanta, GA 30303

Subject: **Project No. N/A, Fulton County**
**P.I. No. 0017187**
**Contract Item Agreement Undated – Water and Sewer Facilities**

Dear Mr. Pitts:

In accordance with your request, the adjustment of Water and Sewer facilities belonging to **Fulton County** is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which **Fulton County** will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate not including betterment for this work is **$1,768,280.00** of which the **Department** will bear **0% or $0.00** and **Fulton County will bear 100% or $1,768,280.00**. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of **Fulton County** and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of **Fulton County** is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also, please provide Fulton County's Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify Fulton County in writing of the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement. The Department will refund any overpayment or request in writing that Fulton County pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by email at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,



Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)
cc: Paul DeNard, P.E., District 7 Engineer
Justin Willingham, E.I.T., District 7 Utilities Manager
Rodney Leverette, Project Manager
Frantz Boileau, Utilities Preconstruction Specialist

Account No. – Class: 733005-309
Department ID: 4848010000
Program No.: 4181401

CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Fulton County
G.D.O.T. P.I. No.: 0017187

THIS AGREEMENT, made this _____ , by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the **Fulton County**, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to widen State Route 120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road in Fulton County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water and sewer facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the DEPARTMENT has relied on the LOCAL AGENCY'S design in the plans for the utility work, which has been approved by the LOCAL AGENCY and accepted by the DEPARTMENT prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition. The DEPARTMENT, its employees, officers, consultant, and officials shall have no liability stemming from the DEPARTMENT's reliance upon the LOCAL AGENCY'S design plans for the utility relocation.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is **$1,768,280.00.** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **$0.00 or 0% and the LOCAL AGENCY shall bear $1,768,280.00 or 100%.**

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

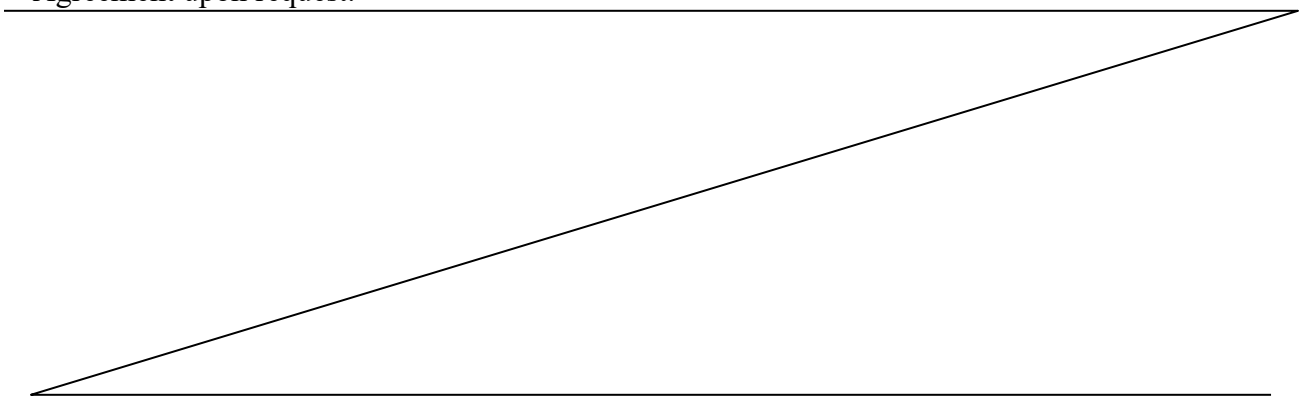
10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

**FULTON COUNTY**

BY: _____
**CHAIRMAN**

APPROVED AS TO FORM:

BY: _____
COUNTY ATTORNEY

Signed on behalf Fulton County pursuant to resolution dated _____.
**********

FEIN_____ BY: _____
********** **SECRETARY/ASST. SECRETARY**
(OFFICIAL SEAL)

---

ACCEPTED:

**DEPARTMENT OF TRANSPORTATION**

BY: _____
**COMMISSIONER**

PROJECT NO.: N/A
COUNTY: FULTON
G.D.O.T. P.I. NO.: 0017187
DATE: August 29, 2025 DB

Signed, sealed and delivered this _____
day of _____, 20_____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY:_____
**TREASURER**
OFFICIAL CUSTODIAN OF THE SEAL

## RESOLUTION

STATE OF GEORGIA

FULTON COUNTY

BE IT RESOLVED by the CHAIRMAN AND BOARD of COMMISSIONERS of FULTON COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, FULTON COUNTY, P.I. No. 0017187 to widen State Route 120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road in Fulton County and that Mr. Robb Pitts as Chairman and _____, as Commission Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the CHAIRMAN AND BOARD of COMMISSIONERS of FULTON COUNTY.

Passed and adopted, this the _____ day of _____, 20___.

ATTEST:

_____ BY:_____

COMMISSION CLERK CHAIRMAN

APPROVED AS TO FORM:

BY: _____

COUNTY ATTORNEY

STATE OF GEORGIA,

FULTON COUNTY

I _____ , as Commission Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the CHAIRMAN AND BOARD of COMMISSIONERS of FULTON COUNTY WITNESS my hand and official signature, this the _____ day of _____,

20_____.

BY:_____

COMMISSION CLERK

Georgia Department of Transportation

## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

| | |
|---|---|
| **Contractor's Name:** | FULTON COUNTY |
| **Solicitation/Contract No./ Call No. or Project Description:** | PROJECT NO. N/A, P.I. NO. 0017187, FULTON COUNTY, TO WIDEN STATE ROUTE 120/OLD MILTON PARKWAY FROM NORTH POINT PARKWAY TO KIMBALL BRIDGE ROAD. |

### CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number) | Date of Authorization

_____

Name of Contractor

APPROVED AS TO FORM:

BY: _____

COUNTY ATTORNEY

**I hereby declare under penalty of perjury that the foregoing is true and correct**

_____ _____

Printed Name (of Authorized Officer or Agent of Contractor) | Title (of Authorized Officer or Agent of Contractor)

_____ _____

Signature (of Authorized Officer or Agent) | Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____DAY OF_____, 20_____

[NOTARY SEAL]

_____

Notary Public

My Commission Expires: _____

**CERTIFICATION OF COMPLIANCE WITH**
**ANNUAL IMMIGRATION REPORTING REQUIREMENTS/**
**NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

_____
Signature of Authorized Officer or Agent

APPROVED AS TO FORM:

BY: _____
COUNTY ATTORNEY

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent

_____
Date

Form Date - May 10, 2024

**Fulton County Water Resources - Water and Sewer Facilities**

| **Fulton County Public Works, Water Resources**<br>**P I No 0017187 - SR 120 From North Point Pkwy to Kimball Bridge Road** | | **Additional Description** | **Unit** | **Orig Est Unit Price** | **In-Kind Items** | | **Betterment Items** | | **In-Kind / Betterment Total Qty** | **Actual Bid Costs** | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | **Orig Plan Total Qty** | **Orig Est Cost** | **Orig Plan Total Qty** | **Orig Est Cost** | | **Actual Bid Total Qty** | **Actual Bid Unit Price** | **Actual Total Bid Cost** | **Actual In-Kind Bid Cost** | **Actual Betterment Bid Cost** |
| 171-0030 | TEMPORARY SILT FENCE, TYPE C(171-0030) | | LF | $ 7.00 | 4000 | $ 28,000.00 | | $ - | 4000 | | $ - | $ - | $ - | $ - |
| 500-3101 | CLASS A CONCRETE(500-3101) | | | $ 175.00 | 180 | $ 31,500.00 | | $ - | 180 | | $ - | $ - | $ - | $ - |
| 611-8120 | ADJUST WATER METER BOX TO GRADE(611-8120) | | EA | $ 930.00 | 7 | $ 6,510.00 | | $ - | 7 | | $ - | $ - | $ - | $ - |
| 611-8140 | ADJUST WATER VALVE BOX TO GRADE(611-8140) | | EA | $ 580.00 | 4 | $ 2,320.00 | | $ - | 4 | | $ - | $ - | $ - | $ - |
| 600-0001 | FLOWABLE FILL(600-0001) | | CY | $ 175.00 | 170 | $ 29,750.00 | | $ - | 170 | | $ - | $ - | $ - | $ - |
| 670-1060 | WATER MAIN, 6 IN | DIP | LF | $ 105.00 | 20 | $ 2,100.00 | | $ - | 20 | | $ - | $ - | $ - | $ - |
| 670-1080 | WATER MAIN, 8 IN | DIP | LF | $ 115.00 | 190 | $ 21,850.00 | | $ - | 190 | | $ - | $ - | $ - | $ - |
| 670-1100 | WATER MAIN, 10 IN | DIP | LF | $ 140.00 | 20 | $ 2,800.00 | | $ - | 20 | | $ - | $ - | $ - | $ - |
| 670-1120 | WATER MAIN, 12 IN | DIP | LF | $ 185.00 | 2340 | $ 432,900.00 | | $ - | 2340 | | $ - | $ - | $ - | $ - |
| 670-1160 | WATER MAIN, 16 IN | DIP | LF | $ 230.00 | 248 | $ 57,040.00 | | $ - | 248 | | $ - | $ - | $ - | $ - |
| 670-1120 | WATER MAIN, 12 IN | TR Flex DIP | LF | $ 250.00 | 370 | $ 92,500.00 | | $ - | 370 | | $ - | $ - | $ - | $ - |
| 670-1600 | CUT & PLUG EXISTING WATER MAIN | | EA | $ 5,000.00 | 19 | $ 95,000.00 | | $ - | 19 | | $ - | $ - | $ - | $ - |
| 670-2500 | INSERTION VALVE - | 12-IN DIA | EA | $ 24,000.00 | 2 | $ 48,000.00 | | $ - | 2 | | $ - | $ - | $ - | $ - |
| 670-2080 | GATE VALVE, 8 IN | | EA | $ 6,000.00 | 1 | $ 6,000.00 | | $ - | 1 | | $ - | $ - | $ - | $ - |
| 670-2100 | GATE VALVE, 10 IN(670-2100) | | EA | $ 8,000.00 | 1 | $ 8,000.00 | | $ - | 1 | | $ - | $ - | $ - | $ - |
| 670-2120 | GATE VALVE, 12 IN | | EA | $ 14,000.00 | 6 | $ 84,000.00 | | $ - | 6 | | $ - | $ - | $ - | $ - |
| 670-2160 | GATE VALVE, 16 IN | | EA | $ 23,000.00 | 2 | $ 46,000.00 | | $ - | 2 | | $ - | $ - | $ - | $ - |
| 670-2002 | VALVE MARKER | | EA | $ 60.00 | 6 | $ 360.00 | | $ - | 6 | | $ - | $ - | $ - | $ - |
| 670-7000 | STEEL CASING -<br>* * * Requires Special Provision * * *(670-7000) | 18" for open Cut | LF | $ 250.00 | 650 | $ 162,500.00 | | $ - | 650 | | $ - | $ - | $ - | $ - |
| 670-3066 | TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN | | EA | $ 11,500.00 | 1 | $ 11,500.00 | | $ - | 1 | | $ - | $ - | $ - | $ - |
| 670-3087 | TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 8 IN | | EA | $ 14,000.00 | 1 | $ 14,000.00 | | $ - | 1 | 0 | $ - | $ - | $ - | $ - |
| 670-3108 | TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 10 IN | | EA | $ 16,000.00 | 1 | $ 16,000.00 | | $ - | 1 | | $ - | $ - | $ - | $ - |
| 670-3129 | TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN | | EA | $ 20,000.00 | 19 | $ 380,000.00 | | $ - | 19 | | $ - | $ - | $ - | $ - |
| 670-4000 | FIRE HYDRANT | | EA | $ 7,500.00 | 6 | $ 45,000.00 | | $ - | 6 | | $ - | $ - | $ - | $ - |
| 670-2003 | AIR RELEASE VALVE ASSEMBLY(670-2003) | | EA | $ 7,500.00 | 1 | $ 7,500.00 | | | 1 | | $ - | $ - | $ - | $ - |
| 670-2005 | BLOW-OFF ASSEMBLY, COMPLETE(670-2005) | | EA | $ 7,500.00 | 1 | $ 7,500.00 | | | 1 | | $ - | $ - | $ - | $ - |
| 670-5010 | WATER SERVICE LINE, 1 IN(670-5010) | | LF | $ 25.00 | 500 | $ 12,500.00 | | $ - | 500 | | $ - | $ - | $ - | $ - |
| 670-5015 | WATER SERVICE LINE, 1 1/2 IN(670-5015) | | LF | $ 30.00 | 500 | $ 15,000.00 | | | 500 | | $ - | $ - | $ - | $ - |
| 670-5020 | WATER SERVICE LINE, 2 IN | | LF | $ 35.00 | 500 | $ 17,500.00 | | $ - | 500 | | $ - | $ - | $ - | $ - |
| 670-5620 | WATER SERVICE LINE, 3/4 IN | | LF | $ 17.00 | 500 | $ 8,500.00 | | $ - | 500 | | $ - | $ - | $ - | $ - |
| 670-9710 | RELOCATE EXIST FIRE HYDRANT | | EA | $ 1,200.00 | 1 | $ 1,200.00 | | $ - | 1 | | $ - | $ - | $ - | $ - |
| 670-9720 | RELOCATE EXIST WATER VALVE, INCL BOX | | EA | $ 1,200.00 | 1 | $ 1,200.00 | | $ - | 1 | | $ - | $ - | $ - | $ - |
| 670-9730 | RELOCATE EXIST WATER METER, INCL BOX | | EA | $ 1,200.00 | 1 | $ 1,200.00 | | $ - | 1 | | $ - | $ - | $ - | $ - |
| 670-9920 | REMOVE EXISTING FIRE HYDRANT | | EA | $ 800.00 | 5 | $ 4,000.00 | | $ - | 5 | | $ - | $ - | $ - | $ - |
| 610-2370 | REMOVE WATER MAIN, 8 IN(610-2370) | | LF | $ 50.00 | 150 | $ 7,500.00 | | $ - | 150 | | $ - | $ - | $ - | $ - |
| 610-2380 | REMOVE WATER MAIN, 12 IN(610-2380) | | LF | $ 75.00 | 50 | $ 3,750.00 | | $ - | | | $ - | $ - | $ - | $ - |
| 670-2700 | ABANDONMENT OF WATER VALVES | | EA | $ 200.00 | 9 | $ 1,800.00 | | $ - | | | $ - | $ - | $ - | $ - |
| 611-8050 | ADJUST MANHOLE TO GRADE(611-8050) | | EA | $ 3,500.00 | 3 | $ 10,500.00 | | $ - | 3 | | $ - | $ - | $ - | $ - |
| 670-9737 | REMOVE AND REPLACE EXT. WATER VAULT INCL MEETER | | EA | $ 25,000.00 | 1 | $ 25,000.00 | | $ - | 1 | | $ - | $ - | $ - | $ - |
| 670-4450 | CONCRETE VAULT - | | EA | $ 20,000.00 | 1 | $ 20,000.00 | | $ - | | | $ - | $ - | $ - | $ - |
| | | Total | | | | $ 1,768,280.00 | | $ - | 1 | | $ - | $ - | $ - | $ - |

| ***GDOT SHARE*** | | **TOTAL EST In-Kind** | **TOTAL Betterment EST** | **TOTAL Actual Bid Cost** | **TOTAL Actual In-Kind Bid Cost** | **TOTAL Betterment Bid Cost** |
|---|---|---|---|---|---|---|
| **0.00%** | | **$ 1,768,280.00** | **$ -** | **$ -** | **$ -** | **$ -** |
| ***FACILITY OWNER SHARE*** | | **TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE** | **TOTAL ESTIMATE IN-KIND & BETTERMENT** | **TOTAL BID COST IN-KIND (NON-REIMBURSIBLE) *FACILITY OWNER SHARE*** | **TOTAL BID COST IN-KIND & BETTERMENT** | |
| **100.00%** | | **$ 1,768,280.00** | **$ 1,768,280.00** | **$ -** | **$ -** | |
| | | **TOTAL ESTIMATE IN-KIND (REIMBURSIBLE) GDOT SHARE** | **TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT** | **TOTAL BID COST IN-KIND (REIMBURSIBLE) *GDOT SHARE*** | **TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT** | |
| | | **$ -** | **$ 1,768,280.00** | **$ -** | **$ -** | |

**Notes:**

**Fulton County Water Resources - Water and Sewer Facilities**

Georgia Department of Transportation

## Fulton County Public Works, Water Resources

**P I No 0017187 - SR 120 From North Point Pkwy to Kimball Bridge Road**

| | | Additional Description | Unit | Orig Est Unit Price | In-Kind Items: Orig Plan Total Qty | In-Kind Items: Orig Est Cost | Betterment Items: Orig Plan Total Qty | Betterment Items: Orig Est Cost | In-Kind / Betterment Total Qty | Actual Bid Costs: Actual Bid Total Qty | Actual Bid Unit Price | Actual Total Bid Cost | Actual In-Kind Bid Cost | Actual Betterment Bid Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 171-0030 | TEMPORARY SILT FENCE, TYPE C(171-0030) | | LF | $ 7.00 | 4000 | $ 28,000.00 | | $ - | 4000 | 0 | $ - | $ - | $ - | $ - |
| 500-3101 | CLASS A CONCRETE(500-3101) | | | $ 175.00 | 180 | $ 31,500.00 | | $ - | 180 | 0 | $ - | $ - | $ - | $ - |
| 611-8120 | ADJUST WATER METER BOX TO GRADE(611-8120) | | EA | $ 930.00 | 7 | $ 6,510.00 | | $ - | 7 | 0 | $ - | $ - | $ - | $ - |
| 611-8140 | ADJUST WATER VALVE BOX TO GRADE(611-8140) | | EA | $ 580.00 | 4 | $ 2,320.00 | | $ - | 4 | 0 | $ - | $ - | $ - | $ - |
| 600-0001 | FLOWABLE FILL(600-0001) | | CY | $ 175.00 | 170 | $ 29,750.00 | | $ - | 170 | 0 | $ - | $ - | $ - | $ - |
| 670-1060 | WATER MAIN, 6 IN | DIP | LF | $ 105.00 | 20 | $ 2,100.00 | | $ - | 20 | 0 | $ - | $ - | $ - | $ - |
| 670-1080 | WATER MAIN, 8 IN | DIP | LF | $ 115.00 | 190 | $ 21,850.00 | | $ - | 190 | | | | | |
| 670-1100 | WATER MAIN, 10 IN | DIP | LF | $ 140.00 | 20 | $ 2,800.00 | | $ - | 20 | | | | | |
| 670-1120 | WATER MAIN, 12 IN | DIP | LF | $ 185.00 | 2340 | $ 432,900.00 | | $ - | 2340 | 0 | $ - | $ - | $ - | $ - |
| 670-1160 | WATER MAIN, 16 IN | DIP | LF | $ 230.00 | 248 | $ 57,040.00 | | $ - | 248 | | | | | |
| 670-1120 | WATER MAIN, 12 IN | TR Flex DIP | LF | $ 250.00 | 370 | $ 92,500.00 | | $ - | 370 | | | | | |
| 670-1600 | CUT & PLUG EXISTING WATER MAIN | | EA | $ 5,000.00 | 19 | $ 95,000.00 | | $ - | 19 | 0 | $ - | $ - | $ - | $ - |
| 670-2500 | INSERTION VALVE - | 12-IN DIA | EA | $ 24,000.00 | 2 | $ 48,000.00 | | $ - | 2 | 0 | $ - | $ - | $ - | $ - |
| 670-2080 | GATE VALVE, 8 IN | | EA | $ 6,000.00 | 1 | $ 6,000.00 | | $ - | 1 | | | | | |
| 670-2100 | GATE VALVE, 10 IN(670-2100) | | EA | $ 8,000.00 | 1 | $ 8,000.00 | | $ - | 1 | | | | | |
| 670-2120 | GATE VALVE, 12 IN | | EA | $ 14,000.00 | 6 | $ 84,000.00 | | $ - | 6 | 0 | $ - | $ - | $ - | $ - |
| 670-2160 | GATE VALVE, 16 IN | | EA | $ 23,000.00 | 2 | $ 46,000.00 | | $ - | 2 | | | | | |
| 670-2002 | VALVE MARKER | | EA | $ 60.00 | 6 | $ 360.00 | | $ - | 6 | 0 | $ - | $ - | $ - | $ - |
| 670-7000 | STEEL CASING - * * * Requires Special Provision * * *(670-7000) | 18" for open Cut | LF | $ 250.00 | 650 | $ 162,500.00 | | $ - | 650 | 0 | $ - | $ - | $ - | $ - |
| 670-3066 | TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN | | EA | $ 11,500.00 | 1 | $ 11,500.00 | | $ - | 1 | | | | | |
| 670-3087 | TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 8 IN | | EA | $ 14,000.00 | 1 | $ 14,000.00 | | $ - | 1 | 0 | $ - | $ - | $ - | $ - |
| 670-3108 | TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 10 IN | | EA | $ 16,000.00 | 1 | $ 16,000.00 | | $ - | 1 | | | $ - | $ - | $ - |
| 670-3129 | TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN | | EA | $ 20,000.00 | 19 | $ 380,000.00 | | $ - | 19 | | | $ - | $ - | $ - |
| 670-4000 | FIRE HYDRANT | | EA | $ 7,500.00 | 6 | $ 45,000.00 | | $ - | 6 | | | $ - | $ - | $ - |
| 670-2003 | AIR RELEASE VALVE ASSEMBLY(670-2003) | | EA | $ 7,500.00 | 1 | $ 7,500.00 | | | 1 | | | | $ - | |
| 670-2005 | BLOW-OFF ASSEMBLY, COMPLETE(670-2005) | | EA | $ 7,500.00 | 1 | $ 7,500.00 | | | 1 | | | | $ - | |
| 670-5010 | WATER SERVICE LINE, 1 IN(670-5010) | | LF | $ 25.00 | 500 | $ 12,500.00 | | $ - | 500 | | | $ - | $ - | $ - |
| 670-5015 | WATER SERVICE LINE, 1 1/2 IN(670-5015) | | LF | $ 30.00 | 500 | $ 15,000.00 | | | 500 | | | | $ - | |
| 670-5020 | WATER SERVICE LINE, 2 IN | | LF | $ 35.00 | 500 | $ 17,500.00 | | $ - | 500 | | | $ - | $ - | $ - |
| 670-5620 | WATER SERVICE LINE, 3/4 IN | | LF | $ 17.00 | 500 | $ 8,500.00 | | $ - | 500 | | | $ - | $ - | $ - |
| 670-9710 | RELOCATE EXIST FIRE HYDRANT | | EA | $ 1,200.00 | 1 | $ 1,200.00 | | $ - | 1 | | | | $ - | |
| 670-9720 | RELOCATE EXIST WATER VALVE, INCL BOX | | EA | $ 1,200.00 | 1 | $ 1,200.00 | | $ - | 1 | | | | $ - | |
| 670-9730 | RELOCATE EXIST WATER METER, INCL BOX | | EA | $ 1,200.00 | 1 | $ 1,200.00 | | $ - | 1 | | | | $ - | |
| 670-9920 | REMOVE EXISTING FIRE HYDRANT | | EA | $ 800.00 | 5 | $ 4,000.00 | | $ - | 5 | | | | $ - | |
| 610-2370 | REMOVE WATER MAIN, 8 IN(610-2370) | | LF | $ 50.00 | 150 | $ 7,500.00 | | $ - | 150 | | | | $ - | |
| 610-2380 | REMOVE WATER MAIN, 12 IN(610-2380) | | LF | $ 75.00 | 50 | $ 3,750.00 | | $ - | | | | | | |
| 670-2700 | ABANDONMENT OF WATER VALVES | | EA | $ 200.00 | 9 | $ 1,800.00 | | $ - | | | | | | |
| 611-8050 | ADJUST MANHOLE TO GRADE(611-8050) | | EA | $ 3,500.00 | 3 | $ 10,500.00 | | $ - | 3 | | | | $ - | |
| 670-9737 | REMOVE AND REPLACE EXT. WATER VAULT INCL MEETER AND | | EA | $ 25,000.00 | 1 | $ 25,000.00 | | $ - | 1 | | | | $ - | |
| 670-4450 | CONCRETE VAULT - | | EA | $ 20,000.00 | 1 | $ 20,000.00 | | $ - | | | | | | |
| | | Total | | | | $ 1,768,280.00 | | $ - | 1 | | | | $ - | |

| *GDOT SHARE* | TOTAL EST In-Kind | TOTAL Betterment EST | TOTAL Actual Bid Cost | TOTAL Actual In-Kind Bid Cost | TOTAL Betterment Bid Cost |
|---|---|---|---|---|---|
| 0.00% | $ 1,768,280.00 | $ - | $ - | $ - | $ - |

| *FACILITY OWNER SHARE* | TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE | TOTAL ESTIMATE IN-KIND & BETTERMENT | TOTAL BID COST IN-KIND (NON-REIMBURSIBLE) *FACILITY OWNER SHARE* | TOTAL BID COST IN-KIND & BETTERMENT |
|---|---|---|---|---|
| 100.00% | $ 1,768,280.00 | $ 1,768,280.00 | $ - | $ - |

| | TOTAL ESTIMATE IN-KIND (REIMBURSIBLE) GDOT SHARE | TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT | TOTAL BID COST IN-KIND (REIMBURSIBLE) *GDOT SHARE* | TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT |
|---|---|---|---|---|
| | $ - | $ 1,768,280.00 | $ - | $ - |

Notes: *Task Allowance: (As designated by Fulton County Project Manager) **Items highlited were not submitted in CES

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0888 **Meeting Date:** 11/19/2025

### Department
Public Works

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Roswell, GA, for water main relocations associated with the road widening improvements on Warsaw Road, from Sway Branch Drive to Worthington Hills Drive, in an estimated amount of $953,550.00.

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

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

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

### Is this a purchasing item?
No

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

**Scope of Work:** The City of Roswell is currently planning improvements to the widening of Warsaw Road, from Sway Branch Drive to Worthington Hills Drive. The project will include road widening,

intersection upgrades, landscaped medians, and sidewalk improvements. As part of this roadway project, approximately 2,000 linear feet of 10-inch water main, along with necessary appurtenances, will need to be relocated within the existing right-of-way. Water service will remain uninterrupted during the construction period. The City of Roswell bid on the roadway improvements in December 2024 and has requested the execution of an Intergovernmental Agreement (IGA) between Fulton County and the City of Roswell to allow the City to complete the water main relocation work as part of their project. Fulton County would then reimburse the City of Roswell after awarding the bid and completing the construction work. Fulton County staff will be on-site during the relocation of the water main to ensure that its construction is done to Fulton County standards. The estimated cost of the relocation and installation of the impacted water mains is $953,550.00 and has been budgeted for as part of the water and sewer fund and included in the 2016-2026 Capital Improvement Program.

**Community Impact:** Currently, Fulton County has 10-inch water mains serving properties along Warsaw Road. The road improvements will affect the existing water lines that serve the developments in this area as well as the distribution system into the City of Roswell. There will be isolated water outages during the construction of the project as services are disconnected from the existing water main and tied into the new main.

**Department Recommendation:** The Department of Public Works believes that the most cost-effective way to complete the water main relocations is by allowing the City of Roswell's contractor to perform the work as part of their roadway project. Therefore, Public Works recommends that Fulton County enter into an Intergovernmental Agreement (IGA).

**Project Implications:** The road improvements impact the existing water mains due to modifications of existing grades with road widening along Warsaw Road that require water mains to be relocated and valves to be adjusted to match the proposed roadway surface. The existing water main relocations must occur to maintain water service in this area.

**Community Issues/Concerns:** During construction of the relocations, water service is to be maintained and temporary interruptions may occur during tie-ins with existing water mains.

**Department Issues/Concerns:** The Public Works Department is not aware of any issues or concerns with this proposed Intergovernmental Agreement (IGA). This type of arrangement between the City of Roswell and Fulton County has worked well on past projects.

## Contract Modification

(*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text "* ***New Procurement****." If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.)*

New Procurement

## Contract & Compliance Information

*(Provide Contractor and Subcontractor details.)*

City of Roswell

## Exhibits Attached

*(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

**Agenda Item No.:** 25-0888 **Meeting Date:** 11/19/2025

Exhibit-A IGA_FC_Warsaw Rd
Exhibit-B-Cost Estimate Warsaw Rd

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

City of Roswell

## Contract Attached

Yes

## Previous Contracts

No

## Total Contract Value

| | |
|---|---|
| Original Approved Amount: | |
| Previous Adjustments: | |
| This Request: | $953,550.00 |
| TOTAL: | $953,550.00 |

## Fiscal Impact / Funding Source

### Funding Line 1:

203-540-5400-H065, Water & Sewer R & E

| **Key Contract Terms** | |
|---|---|
| **Start Date:** | **End Date:** |
| **Cost Adjustment**: | **Renewal/Extension Terms**: |

## Overall Contractor Performance Rating:

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

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

**INTERGOVERNMENTAL AGREEMENT**
**BETWEEN FULTON COUNTY, GEORGIA**
**AND CITY OF ROSWELL, GEORGIA**

**FOR CONSTRUCTION OF APPROXIMATE 2,000 LF WATERLINE AT SR 140/Holcomb Bridge Road and Warsaw Road**

**THIS INTERGOVERNMENTAL AGREEMENT** ("IGA") is executed as of ____ day of _____, 2025, by and between the **CITY OF ROSWELL, GEORGIA** (the "CITY"), a municipality of the State of Georgia, and **FULTON COUNTY GEORGIA** (the "County"), a political subdivision of the State of Georgia. The term "Party" refers individually to either the CITY or the COUNTY and the term "Parties" refers to both CITY and COUNTY.

**WHEREAS**, the CITY proposes to undertake a project to enhance SR 140/Holcomb Bridge Road at Warsaw Road by contract through its competitive bidding procedures; and

**WHEREAS**, the COUNTY has the following (sewer and water) utility facilities that must be adjusted or relocated as a result of the proposed contract, including a fire hydrant, water main, water meter, and valves, as shown on construction plans for the project; and

**WHEREAS**, the COUNTY does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the contract to be let to bid by the CITY; and

**WHEREAS,** the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, the COUNTY and CITY desire to enter into an IGA relating to the improvement of the area identified above and the relocation of the COUNTY's facilities; and

**WHEREAS**, as consideration for the CITY performing the project, the COUNTY will reimburse relocation cost to the CITY; and

**WHEREAS**, the COUNTY and CITY have determined that this IGA serves the best interest of all Parties and their citizens.

**NOW THEREFORE**, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the Parties hereinafter set forth, and for the public purposes herein contained and provided for, the COUNTY and the CITY covenant, agree and bind themselves as follows:

## I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA to meet the public purpose of transportation and infrastructure improvements including improvements to water and sewer infrastructure.

## II. COMPENSATION AND PAYMENT.

The total estimated cost of the project contemplated under this IGA is $953,550.00. (Nine Hundred Fifty-Three Thousand Five Hundred Fifty dollars). $953,550.00 shall be the total contribution of the COUNTY to the work contemplated under this IGA and is the maximum amount of the COUNTY's obligation under this IGA, unless the IGA is amended by the Parties. It is agreed that the compensation hereinafter specified includes both direct and indirect costs incurred in the performance of this IGA under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the laws of the State of Georgia. Should either Party, pursuant to the provisions of this IGA, terminate the project under this IGA, the performing Party shall be paid for the percentage of the project completed at the point of termination.

## III. OVERVIEW.

The project contemplated by this IGA consists of:

The CITY shall undertake the contracting and constructing approximate **2,000 LF of waterline at SR 140/Holcomb Bridge Road and Warsaw Road.** Upon completion of the project and upon certification by the CITY'S engineers that the project has been completed in accordance with the plans and specifications, the COUNTY will accept the adjusted and additional facilities and will thereafter operate and maintain said facilities without further cost to the CITY or its contractor.

## IV. FULTON COUNTY'S RESPONSIBILITIES.

1. The COUNTY shall undertake the project design and submit a cost estimate to the CITY for its utility relocation based on GDOT specifications and mean item summary.

2. The plans and estimate for the utility work shall be subject to approval of the COUNTY prior to advertising for bids.

3. The COUNTY shall have the right to visit and to inspect the project at any time and to advise the CITY'S Engineer-in-Charge of any observed discrepancies or potential problems.

4. The COUNTY shall respond, in a timely manner, to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any circumstances.

5. The COUNTY is responsible for reimbursing all material and labor costs to the CITY related to specified utility relocations for this project. The reimbursement shall be based on the actual construction costs and shall be paid by the COUNTY within thirty (30) days after request by the CITY.

## V. CITY OF ROSWELL'S RESPONSIBILITIES.

1. The CITY shall undertake the contracting and assume responsibility for its management and completion.

2. The plans and estimate for the utility work shall be subject to approval of the CITY prior to advertising for bids.

3. All work, necessary for the adjustment or relocation of the described utilities in accordance with the final plans when approved, shall be included in the contract and let to bid by the CITY.

4. All construction, engineering and contract supervision shall be the responsibility of the CITY. The CITY shall be responsible for assuring that all utility work is accomplished in accordance with the plans and specifications and consult with the COUNTY before authorizing any changes or deviations which affect the COUNTY's facilities.

5. The CITY shall respond, in a timely manner, to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any circumstances.

## VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.

2. It is not the intent of this IGA to restrict the Parties to this IGA from involvement or participation with any other public or private individuals, agencies or organizations.

3. It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties, , except as specifically provided in this IGA.

4. This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically provided in this IGA.

## VII. TERM.

This IGA shall be effective upon execution by both Parties and continue until 12/31/2026, unless the IGA is terminated by either Party, and in no event shall exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time.

## VIII. TERMINATION.

Anything contained herein to the contrary notwithstanding, either Party may terminate the IGA:

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or

2. Without cause, if the terminating Party gives ninety (90) days prior written notice to the other Party.

## IX. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

It is hereby stipulated and agreed between the Parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or that stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to its officials, officers and employees. The CITY shall ensure that any contractor retained or selected to provide services related to the project contemplated in this agreement shall agree to indemnify and hold harmless the COUNTY as well as the COUNTY's commissioners, officers, officials, employees, and agents, from and against any and all loss and/or expense which they may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of the COUNTY's negligence (except that no party shall be indemnified for their own sole negligence). Any contractor retained by the CITY , if requested, shall assume and defend at the contractor's own expense, any suit, action or other legal proceedings arising there from in which the COUNTY, and/or the COUNTY's commissioners, officers, officials, employees, and agents, are named as a party, and the contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the COUNTY, and/or the COUNTY's commissioners, officers, officials, employees, and agents, arising there from. CITY shall ensure that the provisions of this Article are included in all contracts and subcontracts.

X. **INSURANCE.** Prior to beginning work, the CITY shall obtain and furnish, and where the CITY is utilizing the services of a contractor to carry out the work, shall also cause its contractors to obtain and furnish, certificates of insurance in which the COUNTY is named as an "Additional Insured" for the following minimum amounts of insurance prior to the undertaking of any of the activities contemplated under this IGA, as applicable:

i. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
ii. Public Liability Insurance in an amount of not less than one hundred thousand dollars ($100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars ($300,000) on an account of any one occurrence.
iii. Property Damage Insurance in an amount of not less than fifty thousand dollars ($50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars ($100,000).
iv. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work contemplated under this agreement.

Insurance shall be maintained in full force and effect during the life of this IGA and until final completion of the work contemplated under this IGA. The scope and coverage of the insurance protection shall extend beyond the completion of the project until the expiration of any applicable statutes of limitations. The CITY shall retain the right to satisfy any or all of its insurance obligations under this IGA by means of a Self-Funded Plan or Program.

XI. **CONFIDENTIALITY.**

The CITY agrees to establish appropriate administrative, technical, and physical safeguards to ensure that it does not provide and make available confidentiality, protected, proprietary or privileged data related to the project. The CITY agrees to abide and comply with all applicable laws, rules and regulations relating to privacy and confidentiality of protected information.

XII. **REPRESENTATIONS REGARDING DATA.**

Each Party has made its best efforts to ensure the accuracy and completeness of the information and data transferred or made available through the performance of the IGA. Neither Party makes any warranties or representations to the public, to the other Party or to third parties regarding data made available through the performance of the IGA. It shall be the responsibility of each Party or any third party to verify the accuracy of data. Neither Party to this IGA accepts any liability that may arise from the use of data by any person or any third party. All information is provided "as is" with no warrantee of any kind concerning fitness of use. Neither Party to this IGA shall be liable for the use of data or any inferences, judgments, or decisions resulting from use of data.

XIII. **TIME OF PERFORMANCE.**

Time is of the essence in all matters pertaining to this IGA. The CITY shall perform its responsibilities under this IGA, commencing on receipt of written "Notice to Proceed" from the COUNTY, and shall complete the Project based on the construction time.

## XIV. REVIEW OF WORK.

Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities and data collected under the terms of this IGA and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the CITY. Acceptance shall not relieve the CITY of its professional obligation to correct, at its expense, any of its errors in the work. The COUNTY's review recommendations shall be incorporated into the work activities of the CITY.

The City shall keep accurate records in a manner approved by the COUNTY with regard to the activities conducted under this IGA and submit to the COUNTY, upon request, such information as is required in order to ensure compliance with this agreement.

## XV. MISCELLANEOUS.

A. **Entire Agreement; Counterparts**. This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including any attached exhibits, sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by the COUNTY and the CITY, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

B. **Governing Law**. This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.

C. **Limitation on liability**. No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity.

D. **Representations and Warranties of the Parties**. In furtherance of the public purposes of this IGA, the COUNTY and the CITY hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

1. **Authority**. Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary

action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations of the Parties, will be legally binding upon the same, and will be enforceable in accordance with the terms thereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1, *et seq*.

2. **Public Purpose**. This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the Parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Para. 1(a); (iii) does not authorize the creation of "new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Para. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any Party in matters of government and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

E. **No Conflicting Agreements**. The execution, delivery and performance of this IGA will not violate or contravene any contract, undertaking, instrument or other agreement to which the COUNTY and/or the CITY are a Party or which purports to be binding upon said Parties. Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State. The representations and warranties contained in this Section E shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the COUNTY and the CITY to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this IGA.

F. **Assignment; Binding Effect**. The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of the COUNTY and the CITY Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

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

H. **Relationship of Parties**. Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligates the other Party except as expressly set forth in this IGA.

I. **Survival of Representations**. All terms, conditions, covenants, warranties contained in this IGA shall survive the termination of this IGA.

J. **Notices**. Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

**To Fulton County:**

Abul K. Howlader
Engineering Administrator
Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Ga 30303

**Copy to:**

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Ga 30303

**To City of Roswell:**

Greg Nicolas
Engineering Design Manager
Department of Transportation
38 Hill Street, Suite 235

Roswell, GA, 30075

**K. Severability Clause**. In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

[SIGNATURES FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF,** the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

**CITY OF ROSWELL**

By: _____
Kurt M. Wilson, Mayor

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

**FULTON COUNTY, GEORGIA**

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

Attest:

By: _____
Tonya R. Grier
Clerk to the Commission

Approved as to Form:

By: _____
Office of the County Attorney

| Exhibit-B-BC Pkwy Phase | CW Matthews | | | |
|---|---|---|---|---|
| DESCRIPTION | QUANTITY | UNITS | UNIT PRICE | TOTAL |
| ADJUST WATER METER BX TO GRADE | 5 | EA | $450.00 | $2,250.00 |
| ADJUST WATER VALVE BX TO GRADE | 5 | EA | $650.00 | $3,250.00 |
| TEMPORARY SILT FENCE, TYPE C | 2,550 | LF | $3.00 | $7,650.00 |
| CLASS A CONCRETE | 30 | CY | $240.00 | $7,200.00 |
| FLOWABLE FILL | 40 | CY | $265.00 | $10,600.00 |
| WATER MAIN, 6 IN | 40 | LF | $135.00 | $5,400.00 |
| WATER MAIN, 8 IN | 175 | LF | $136.50 | $23,887.50 |
| WATER MAIN, 10 IN | 1,870 | LF | $77.95 | $145,766.50 |
| WATER MAIN, 12 IN | 20 | LF | $161.00 | $3,220.00 |
| CUT & PLUG EXIST WATER MAIN | 5 | EA | $1,105.00 | $5,525.00 |
| INSERTION VALVE - 8-12-INCH DIA | 3 | EA | $21,130.00 | $63,390.00 |
| GATE VALVE, 6 IN | 4 | EA | $1,100.00 | $4,400.00 |
| GATE VALVE, 8 IN | 4 | EA | $1,530.00 | $6,120.00 |
| GATE VALVE, 10 IN | 1 | EA | $2,580.00 | $2,580.00 |
| GATE VALVE, 12 IN | 3 | EA | $3,050.00 | $9,150.00 |
| VALVE MARKER | 50 | EA | $42.00 | $2,100.00 |
| STEEL CASING - 18 IN | 360 | LF | $167.50 | $60,300.00 |
| JACK OR BORE PIPE - 18" STEEL CASING | 360 | LF | $265.00 | $95,400.00 |
| TAP SLEEVE/VAL ASSY, 6" X 6" | 1 | EA | $5,190.00 | $5,190.00 |
| TAP SLEEVE/VAL ASSY, 8" X 8" | 10 | EA | $5,865.00 | $58,650.00 |
| TAP SLEEVE/VAL ASSY,10" X 10" | 1 | EA | $8,840.00 | $8,840.00 |
| TAP SLEEVE/VAL ASSY,12" X 12" | 2 | EA | $10,700.00 | $21,400.00 |
| FIRE HYDRANT | 5 | EA | $3,900.00 | $19,500.00 |
| WATER SERVICE LINE, 1 IN | 100 | LF | $41.65 | $4,165.00 |
| WATER SERVICE LINE, 2 IN | 100 | LF | $74.50 | $7,450.00 |
| WATER SERVICE LINE, 3/4 IN | 100 | LF | $37.40 | $3,740.00 |
| WATER SERVICE LINE - 1 1/2 IN | 100 | LF | $64.50 | $6,450.00 |
| RELOCATE EXIST FIRE HYDRANT | 1 | EA | $2,750.00 | $2,750.00 |
| RELOCATE X WATER VAL,INCL BOX | 6 | EA | $1,250.00 | $7,500.00 |
| RELOCATE X WATER METER,INC BOX | 6 | EA | $850.00 | $5,100.00 |
| RELOC EX WTR MTR INCL BP & VLT - | 3 | EA | $10,500.00 | $31,500.00 |
| REMOVE EXIST FIRE HYDRANT | 1 | EA | $1,275.00 | $1,275.00 |
| ADJUST MANHOLE TO GRADE | 8 | EA | $1,200.00 | $9,600.00 |
| RLC EXT WT MT, INC BP&VLT, 4"GT | 1 | EA | $10,500.00 | $10,500.00 |
| Task Allowances | | | | $291,751.00 |
| | | | **TOTAL** | **$953,550.00** |

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0889 **Meeting Date:** 11/19/2025

### Department
State Court

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to close out a contract - State Court and Superior Court Administration 22SS049A-KM in the amount not to exceed $225,000.00. Substance use Disorder ("SUD") monitoring with Avertest, LLC dba Averhealth (Richmond Va.) to cover the cost for final payment for services rendered for providing continued drug testing services and products for the Fulton County DUI treatment court. Effective upon BOC approval.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-416(g), the purpose of the closeout process is to verify that both parties to the contract have fulfilled their contractual obligations and that no responsibilities are remaining. A contract is completed when all goods and services have been received and accepted; all reports have been delivered and accepted; all administrative actions have been accomplished; all county-furnished equipment and material have been returned; and final payment has been made to the contractor.

### 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 request is to close-out the contract with Averhealth in order to finalize selection of a new vendor and issuing the new vendor contract took longer than expected. Completion of the transition to the new vendor was effective November 1, 2025. This delay required us to maintain services under the existing contract longer than originally planned to prevent any

disruption in program operations.

Additionally, we were undertaking a significant program consolidation effort involving five programs across two locations. This consolidation required substantial planning, coordination, and ramp-up time with the new vendor to ensure a seamless and successful rollout. To maintain service continuity and quality during this transition period, it was necessary to continue utilizing the previous vendor's services until the new vendor was fully operational.

As a result, the contract remained active longer than expected, leading to a higher final closeout amount. These costs were essential to ensure uninterrupted service delivery and a smooth transition to the new vendor.

**Scope of Work:** Aversys is a proprietary web-based application that integrates individual client random selection and notification, same gender directly observed sample collections, clinical laboratory analysis, results reporting and event notification, and other related activities. As the contractor, Avertest, LLC will be responsible for providing drug testing services for the Fulton County DUI Treatment Court. The drug testing services provide measurement-based systematic monitoring services for program participants and will foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community. The market demonstrates that the services sought are so unique that only one vendor can satisfy the program's requirements. It would require procuring these services from other service providers would require the coordination of multiple vendors to achieve a comparable level of client care. For example, there are service providers within Georgia that provide employment-related, non-observed sample collection services but send samples to independent laboratories. There are labs that conduct testing in Georgia but do not provide directly observed sample collection services. Averhealth, on the other hand, offers Fulton County both directly observed collections and our own lab testing, ensuring evidence-based practices and integrated services designed to help clients with SUD develop lasting healthy habits.

**Community Impact:** Consistent and uninterrupted drug testing allows the program to closely monitor participant progress and intervene immediately should any return to drug or alcohol use; therefore, mitigating against further violations of the law and or community expense.

**Department Recommendation:** The Fulton County State Court recommends approval.

**Project Implications:** Early intervention upon a return to drug and/or alcohol use should increase participant success in the program and mitigate against additional violations of the law.

**Community Issues/Concerns:** The ability to utilize drug testing services is required to be in compliance with the Accountability Courts Best practices/Standards and receive grant funds

**Department Issues/Concerns:** The ability to utilize drug testing services is required to be in compliance with the Accountability Courts Best practices/Standards and receive grant funds

## Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|---|---|---|---|
| Original Award Amount | 22-0687 | 09/21/22 | $180,000.00 |
| 1st Renewal | 23-0640 | 09/20/23 | $250,000.00 |
| 2nd Renewal | 24-0398 | 06/05/24 | $160,000.00 |
| **Contract Closeout** | | | **$225,000.00** |
| Total Revised Amount | | | $815,000.00 |

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

**Contract Value:** **$225,000.00**

**Prime Vendor:** **Avertest, LLC dba Averhealth**
**Prime Status:** **Non- Minority**
**Location:** **Richmond, VA**
**County:** **Henrico County**
**Prime Value:** **$225,000.00 or 100.00%**

**Total Contract Value:** **$225,000.00 or 100.00%**
**Total Certified Value:** **$00.00 or 100.00%**

## Exhibits Attached

Exhibit 1: State Court Invoices
Exhibit 2: Superior Court Invoices

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

Donald Talley, Chief Clerk/Administrator, State Court

## Contract Attached

No

## Previous Contracts

Yes

## Total Contract Value

Original Approved Amount: $180,000.00
Previous Adjustments: $410,000.00
This Request: $225,000.00
TOTAL: $815,000.00

## Fiscal Impact / Funding Source

**Funding Line 1:**

100 420 JSTR 1464 Fulton County State Court Accountability Court $98,803.00

**Funding Line 2**:

461 450 AC26 1451 Fulton County Drug Court Grant $26,650.70

**Funding Line 3**:

461 450 MC26 1451 Fulton County Mental Health Court $11,976.00

**Funding Line 4:**

461 450 MM26 1451 Fulton County Misdemeanor or Mental Health Court $2,472.00

**Funding Line 5:**

461 450 VT26 1451 Fulton County Veterans Treatment Court $14,000.00

**Funding Line 6:**

100 450 4507 1451 Fulton County Accountability Courts $53,955.35

| **Key Contract Terms** | |
|---|---|
| **Start Date:** 3/1/2025 | **End Date:** 10/31/2025 |
| **Cost Adjustment**: | **Renewal/Extension Terms**: N/ |

## Overall Contractor Performance Rating:

**Would you select/recommend this vendor again?**
Yes

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

# Invoice

S-INV048566

**Customer Address:**

Georgia - 5th Judicial District - Fulton County
Georgia - Fulton County State DUI Court

Averhealth
2400 Old Brick Rd
Ste. 142
Glen Allen, VA 23060
USA

| Document Date | Due Date | Payment Terms |
|---|---|---|
| April 16, 2025 | May 16, 2025 | Net 30 |

Workplace Testing Services, March 2025.

| No. | Description | Shipment Date | Quantity | Unit Price | Line Amount |
|---|---|---|---|---|---|
| | Std 5 Drug + ETG (R-ETG500) | 04/03/25 | 1 | 119.70 | 119.70 |
| | CSTMSynthetic Stimulants | 04/03/25 | 1 | 95.00 | 95.00 |
| | Std 5 Drug + ETG (R-THC20) | 04/03/25 | 1 | 39.90 | 39.90 |
| | Std 5 Drug + ETG (R-ETG500) | 04/03/25 | 1 | 19.95 | 19.95 |
| | Std 5 Drug + ETG | 04/03/25 | 1 | 742.00 | 742.00 |
| | Std 5 Drug + ETG | 04/03/25 | 1 | 13,356.00 | 13,356.00 |
| | Std 5 Drug + ETG (R-AMPH 500) | 04/03/25 | 1 | 19.95 | 19.95 |
| | Std 5 Drug + ETG | 04/03/25 | 1 | 7,197.40 | 7,197.40 |
| | CSTMSynthetic Cannabinoids | 04/03/25 | 1 | 75.00 | 75.00 |
| | CSTMStd 5 Drug + ETG | 04/03/25 | 1 | 68.60 | 68.60 |
| | CSTMStd 5 Drug + ETG | 04/03/25 | 1 | 43.60 | 43.60 |

| Home Page | Phone No. | Email |
|---|---|---|
| www.averhealth.com | 804-823-7591 | accounting@averhealth.com |

| | | |
|---|---|---|
| | Subtotal | 21,777.10 |
| | Total Tax | 0.00 |
| | **Total $** | **21,777.10** |

| | |
|---|---|
| Amount Subject to Sales Tax | 0.00 |
| Amount Exempt from Sales Tax | 21,777.10 |

# Invoice

S-INV049086

**Customer Address:**

Georgia - 5th Judicial District - Fulton County
Georgia - Fulton County State DUI Court

Averhealth
2400 Old Brick Rd
Ste. 142
Glen Allen, VA 23060
USA

| Document Date | Due Date | Payment Terms |
|---|---|---|
| April 9, 2025 | May 9, 2025 | Net 30 |

Supply order, 04/09/2025

| No. | Description | Shipment Date | Quantity | Unit Price | Line Amount |
|---|---|---|---|---|---|
| | 50 cups | 04/09/25 | 50 | 4.50 | 225.00 |
| | | | | Subtotal | 225.00 |
| | | | | Total Tax | 0.00 |
| | | | | **Total $** | **225.00** |

| | |
|---|---|
| Amount Subject to Sales Tax | 0.00 |
| Amount Exempt from Sales Tax | 225.00 |

| Home Page | Phone No. | Email |
|---|---|---|
| www.averhealth.com | 804-823-7591 | accounting@averhealth.com |

# Invoice

S-INV049430

**Customer Address:**

Georgia - 5th Judicial District - Fulton County
Georgia - Fulton County State DUI Court

Averhealth
2400 Old Brick Rd
Ste. 142
Glen Allen, VA 23060
USA

| Document Date | Due Date | Payment Terms |
|---|---|---|
| May 14, 2025 | June 13, 2025 | Net 30 |

Monthly Testing Services - 4.2025 - Fulton County State DUI Court

| No. | Description | Shipment Date | Quantity | Unit Price | Line Amount |
|---|---|---|---|---|---|
| | Std 5 Drug + ETG | 05/01/25 | 1 | 27,231.40 | 27,231.40 |
| | Std 5 Drug + ETG (R-AMPH 500) | 05/01/25 | 1 | 19.95 | 19.95 |
| | Std 5 Drug + ETG (R-AMPH 500) | 05/01/25 | 1 | 19.95 | 19.95 |
| | Std 5 Drug + ETG (R-THC20) | 05/01/25 | 1 | 39.90 | 39.90 |
| | | | | Subtotal | 27,311.20 |
| | | | | Total Tax | 0.00 |
| | | | | **Total $** | **27,311.20** |

| | |
|---|---|
| Amount Subject to Sales Tax | 0.00 |
| Amount Exempt from Sales Tax | 27,311.20 |

| Home Page | Phone No. | Email |
|---|---|---|
| www.averhealth.com | 804-823-7591 | accounting@averhealth.com |

# Invoice

S-INV050399

**Customer Address:**

Georgia - 5th Judicial District - Fulton County
Georgia - Fulton County State DUI Court

Averhealth
2400 Old Brick Rd
Ste. 142
Glen Allen, VA 23060
USA

| Document Date | Due Date | Payment Terms |
|---|---|---|
| June 13, 2025 | July 13, 2025 | Net 30 |

Monthly Testing Services, May 2025

| No. | Description | Shipment Date | Quantity | Unit Price | Line Amount |
|---|---|---|---|---|---|
| | Std 5 Drug + ETG | 06/13/25 | 640 | 37.10 | 23,744.00 |
| | Std 5 Drug + ETG (R-AMPH 500) | 06/13/25 | 3 | 19.95 | 59.85 |
| | Std 5 Drug + ETG (R-ETG500) | 06/13/25 | 11 | 19.95 | 219.45 |
| | Std 5 Drug + ETG (R-OPI300) | 06/13/25 | 3 | 19.95 | 59.85 |
| | Std 5 Drug + ETG (R-THC20) | 06/13/25 | 7 | 19.95 | 139.65 |
| | | | | Subtotal | 24,222.80 |
| | | | | Total Tax | 0.00 |
| | | | | **Total $** | **24,222.80** |

| | |
|---|---|
| Amount Subject to Sales Tax | 0.00 |
| Amount Exempt from Sales Tax | 24,222.80 |

| Home Page | Phone No. | Email |
|---|---|---|
| www.averhealth.com | 804-823-7591 | accounting@averhealth.com |

# Invoice

S-INV051345

**Customer Address:**

Georgia - 5th Judicial District - Fulton County
Georgia - Fulton County State DUI Court

Averhealth
2400 Old Brick Rd
Ste. 142
Glen Allen, VA 23060
USA

| Document Date | Due Date | Payment Terms |
|---|---|---|
| July 11, 2025 | August 10, 2025 | Net 30 |

Monthly Testing Services, June 2025

| No. | Description | Shipment Date | Quantity | Unit Price | Line Amount |
|---|---|---|---|---|---|
| | Std 5 Drug + ETG (R-THC20) | 07/11/25 | 1 | 79.80 | 79.80 |
| | Std 5 Drug + ETG (R-THC20) | 07/11/25 | 1 | 39.90 | 39.90 |
| | Std 5 Drug + ETG (R-AMPH 500) | 07/11/25 | 1 | 119.70 | 119.70 |
| | Std 5 Drug + ETG (R-ETG500) | 07/11/25 | 1 | 39.90 | 39.90 |
| | Std 5 Drug + ETG | 07/11/25 | 1 | 593.60 | 593.60 |
| | Std 5 Drug + ETG | 07/11/25 | 1 | 9,052.40 | 9,052.40 |
| | Std 5 Drug + ETG (R-AMPH 500) | 07/11/25 | 1 | 19.95 | 19.95 |
| | Std 5 Drug + ETG | 07/11/25 | 1 | 14,506.10 | 14,506.10 |
| | Std 5 Drug + ETG (R-COC) | 07/11/25 | 1 | 19.95 | 19.95 |
| | Std Oral | 07/11/25 | 1 | 742.00 | 742.00 |
| | Std 5 Drug + ETG (R-ETG500) | 07/11/25 | 1 | 59.85 | 59.85 |


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|---|---|---|
| www.averhealth.com | 804-823-7591 | accounting@averhealth.com |

| | | |
|---|---|---|
| | Subtotal | 25,273.15 |
| | Total Tax | 0.00 |
| | **Total $** | **25,273.15** |

| | |
|---|---|
| Amount Subject to Sales Tax | 0.00 |
| Amount Exempt from Sales Tax | 25,273.15 |

# Invoice

S-INV053466

**Customer Address:**

Georgia - 5th Judicial District - Fulton County
Georgia - Fulton County State DUI Court

Averhealth
2400 Old Brick Rd
Ste. 142
Glen Allen, VA 23060
USA

| Document Date | Due Date | Payment Terms |
|---|---|---|
| August 13, 2025 | September 12, 2025 | Net 30 |

Monthly Testing Services, July 2025

| No. | Description | Shipment Date | Quantity | Unit Price | Line Amount |
|---|---|---|---|---|---|
| | Std 5 Drug + ETG (R-ETG500) | 08/13/25 | 1 | 119.70 | 119.70 |
| | Std 5 Drug + ETG (R-THC20) | 08/13/25 | 1 | 39.90 | 39.90 |
| | Std 5 Drug + ETG (R-AMPH 500) | 08/13/25 | 1 | 59.85 | 59.85 |
| | Std 5 Drug + ETG (R-AMPH 500) | 08/13/25 | 1 | 59.85 | 59.85 |
| | Std 5 Drug + ETG (R-ETG500) | 08/13/25 | 1 | 19.95 | 19.95 |
| | Std Oral | 08/13/25 | 1 | 2,114.70 | 2,114.70 |
| | Std 5 Drug + ETG | 08/13/25 | 1 | 10,759.00 | 10,759.00 |
| | Std 5 Drug + ETG | 08/13/25 | 1 | 9,089.50 | 9,089.50 |
| | Std Oral | 08/13/25 | 1 | 890.40 | 890.40 |
| | CSTMExpanded Synthetics | 08/13/25 | 1 | 140.00 | 140.00 |
| | Std 5 Drug + ETG (R-THC20) | 08/13/25 | 1 | 39.90 | 39.90 |


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|---|---|---|
| www.averhealth.com | 804-823-7591 | accounting@averhealth.com |

| | | | | | |
|---|---|---|---|---|---|
| | Std Oral (R-THCSI) | 08/13/25 | 1 | 19.95 | 19.95 |
| | Std 5 Drug + ETG | 08/13/25 | 1 | 222.60 | 222.60 |
| | Std 5 Drug + ETG (R-OPI300) | 08/13/25 | 1 | 39.90 | 39.90 |
| | | | | Subtotal | 23,615.20 |
| | | | | Total Tax | 0.00 |
| | | | | **Total $** | **23,615.20** |

| | |
|---|---|
| Amount Subject to Sales Tax | 0.00 |
| Amount Exempt from Sales Tax | 23,615.20 |

john collins

Approved to pay from AC26

# Invoice

S-INV053843

Customer Address:

Georgia - **Fulton County**

River Edge Behavioral Health

Averhealth

2400 Old Brick Rd

Ste. 142

Glen Allen, VA 23060

USA

*john collins*

Approved on 11/3/25 to pay from MC26

| Document Date | Due Date | Payment Terms |
|---|---|---|
| August 13, 2025 | September 5, 2025 | Due on 5th Day of Month |

| DATE | SERVICE | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| July 31, 2025 | Monthly Testing Services, July 2025 | 1 | 2,384.00 | 2,384.00 |
| | BALANCE DUE | | | **2,384.00** |

| | |
|---|---|
| Amount Subject to Sales Tax | 0.00 |
| Amount Exempt from Sales Tax | 2,384.00 |

| Home Page | Phone No. | Email |
|---|---|---|
| www.averhealth.com | 804-823-7591 | accounting@averhealth.com |

# Invoice

S-INV054472

**Customer Address:**

Georgia - 5th Judicial District - Fulton County
Georgia - Fulton County State DUI Court

Averhealth
2400 Old Brick Rd
Ste. 142
Glen Allen, VA 23060
USA

| Document Date | Due Date | Payment Terms |
|---|---|---|
| September 12, 2025 | October 12, 2025 | Net 30 |

Monthly Testing Services, August 2025

| No. | Description | Shipment Date | Quantity | Unit Price | Line Amount |
|---|---|---|---|---|---|
| | Std 5 Drug + ETG | 09/12/25 | 1 | 16,286.90 | 16,286.90 |
| | Std 5 Drug + ETG | 09/12/25 | 1 | 259.70 | 259.70 |
| | Std 5 Drug + ETG (R-THC20) | 09/12/25 | 1 | 59.85 | 59.85 |
| | Std 5 Drug + ETG (R-ETG500) | 09/12/25 | 1 | 179.55 | 179.55 |
| | Std 5 Drug + ETG (R-OPI300) | 09/12/25 | 1 | 59.85 | 59.85 |
| | Std 5 Drug + ETG (R-ETG500) | 09/12/25 | 1 | 39.90 | 39.90 |
| | Std 5 Drug + ETG (R-AMPH 500) | 09/12/25 | 1 | 59.85 | 59.85 |
| | Std 5 Drug + ETG | 09/12/25 | 1 | 8,570.10 | 8,570.10 |
| | Std Oral | 09/12/25 | 1 | 259.70 | 259.70 |
| | CSTMStd Oral | 09/12/25 | 1 | 222.60 | 222.60 |
| | | | | Subtotal | 25,998.00 |

| Home Page | Phone No. | Email |
|---|---|---|
| www.averhealth.com | 804-823-7591 | accounting@averhealth.com |

| | | |
|---|---|---|
| | Total Tax | 0.00 |
| | **Total $** | **25,998.00** |

| | |
|---|---|
| Amount Subject to Sales Tax | 0.00 |
| Amount Exempt from Sales Tax | 25,998.00 |

john collins

Approved to pay as follows

MC26 $8962.50

VT26 $14000

AC26 $3035.50

# Invoice

S-INV054878

Customer Address:

Georgia - **Fulton County**

River Edge Behavioral Health

Averhealth

2400 Old Brick Rd

Ste. 142

Glen Allen, VA 23060

USA

| Document Date | Due Date | Payment Terms |
|---|---|---|
| September 11, 2025 | October 5, 2025 | Due on 5th Day of Month |

| DATE | SERVICE | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| August 31, 2025 | Monthly Testing Services, August 2025 | 1 | 3,101.50 | 3,101.50 |
| | BALANCE DUE | | | **3,101.50** |

| | |
|---|---|
| Amount Subject to Sales Tax | 0.00 |
| Amount Exempt from Sales Tax | 3,101.50 |

john collins

Approved to pay as follows
MM26 $2,472.00
MC26 $629.50

| Home Page | Phone No. | Email |
|---|---|---|
| www.averhealth.com | 804-823-7591 | accounting@averhealth.com |

# Invoice

S-INV055907

**Customer Address:**

Georgia - 5th Judicial District - Fulton County
Georgia - Fulton County State DUI Court

Averhealth
2400 Old Brick Rd
Ste. 142
Glen Allen, VA 23060
USA

*john collins*

Approved on 11/10/25 to pay from General Funds

| Document Date | Due Date | Payment Terms |
|---|---|---|
| October 7, 2025 | November 6, 2025 | Net 30 |

Monthly Testing Services, September 2025

| No. | Description | Shipment Date | Quantity | Unit Price | Line Amount |
|---|---|---|---|---|---|
| | Std 5 Drug + ETG (R-AMPH 500) | 10/07/25 | 1 | 59.85 | 59.85 |
| | Std 5 Drug + ETG | 10/07/25 | 1 | 1,001.70 | 1,001.70 |
| | Std 5 Drug + ETG (R-ETG500) | 10/07/25 | 1 | 39.90 | 39.90 |
| | Std 5 Drug + ETG | 10/07/25 | 1 | 7,642.60 | 7,642.60 |
| | Std 5 Drug + ETG (R-ETG500) | 10/07/25 | 1 | 39.90 | 39.90 |
| | Std 5 Drug + ETG | 10/07/25 | 1 | 14,765.80 | 14,765.80 |
| | Std 5 Drug + ETG (R-ETG500) | 10/07/25 | 1 | 99.75 | 99.75 |
| | Std 5 Drug + ETG (R-THC20) | 10/07/25 | 1 | 99.75 | 99.75 |
| | Std Oral | 10/07/25 | 1 | 1,298.50 | 1,298.50 |
| | Std Oral | 10/07/25 | 1 | 74.20 | 74.20 |
| | CSTMStd Oral | 10/07/25 | 1 | 222.60 | 222.60 |


| Home Page | Phone No. | Email |
|---|---|---|
| www.averhealth.com | 804-823-7591 | accounting@averhealth.com |

| | | | | | |
|---|---|---|---|---|---|
| | Std 5 Drug + ETG (R-THC20) | 10/07/25 | 1 | 39.90 | 39.90 |
| | Std 5 Drug + ETG (R-COC) | 10/07/25 | 1 | 19.95 | 19.95 |
| | Std 5 Drug + ETG (R-AMPH 500) | 10/07/25 | 1 | 19.95 | 19.95 |
| | | | | Subtotal | 25,424.35 |
| | | | | Total Tax | 0.00 |
| | | | | **Total $** | **25,424.35** |

| | |
|---|---|
| Amount Subject to Sales Tax | 0.00 |
| Amount Exempt from Sales Tax | 25,424.35 |

# Invoice

S-INV056320

Customer Address:

Georgia - Fulton County
River Edge

Averhealth
2400 Old Brick Rd
Ste. 142
Glen Allen, VA 23060
USA

john collins

Approved on 11/10/25 to pay from Gen Funds

| Document Date | Due Date | Payment Terms |
|---|---|---|
| October 7, 2025 | November 5, 2025 | Due on 5th Day of Month |

| DATE | SERVICE | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| September 30, 2025 | Monthly Testing Services, September 2025 | 1 | 2,501.45 | 2,501.45 |
| | BALANCE DUE | | | **2,501.45** |

| | |
|---|---|
| Amount Subject to Sales Tax | 0.00 |
| Amount Exempt from Sales Tax | 2,501.45 |

| Home Page | Phone No. | Email |
|---|---|---|
| www.averhealth.com | 804-823-7591 | accounting@averhealth.com |

# Invoice

S-INV058101

Customer Address:

Georgia - River Edge Behavioral Health
Fulton County GA
175 Emery Hwy
Macon, GA 31217

Averhealth
2400 Old Brick Rd
Ste. 142
Glen Allen, VA 23060
USA

john collins

Approved on 11/10/25 to pay from Gen Funds

| Document Date | Due Date | Payment Terms |
|---|---|---|
| November 3, 2025 | November 5, 2025 | Due on 5th Day of Month |

| DATE | SERVICE | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| October 31, 2025 | Monthly Testing Services October 2025 River Edge Behavioral Court | 1 | 2,230.95 | 2,230.95 |
| | BALANCE DUE | | | **2,230.95** |

| | |
|---|---|
| Amount Subject to Sales Tax | 0.00 |
| Amount Exempt from Sales Tax | 2,230.95 |

| Home Page | Phone No. | Email |
|---|---|---|
| www.averhealth.com | 804-823-7591 | accounting@averhealth.com |

# Invoice

S-INV058165

**Customer Address:**

Georgia - 5th Judicial District - Fulton County
Georgia - Fulton County State DUI Court

Averhealth
2400 Old Brick Rd
Ste. 142
Glen Allen, VA 23060
USA

*john collins*

Approved on 11/10/25 to pay from Gen Funds

| Document Date | Due Date | Payment Terms |
|---|---|---|
| November 4, 2025 | December 4, 2025 | Net 30 |

Monthly Testing Services October 2025
Fulton County DUI Court

| No. | Description | Shipment Date | Quantity | Unit Price | Line Amount |
|---|---|---|---|---|---|
| | Expanded Synthetics | 11/04/25 | 2 | 35.00 | 70.00 |
| | Std Oral | 11/04/25 | 17 | 37.10 | 630.70 |
| | Std Oral (R-ETHNL) | 11/04/25 | 1 | 19.95 | 19.95 |
| | Std Oral (R-THCSI) | 11/04/25 | 1 | 19.95 | 19.95 |
| | Std 5 Drug + ETG | 11/04/25 | 600 | 37.10 | 22,260.00 |
| | Std 5 Drug + ETG (R-AMPH 500) | 11/04/25 | 1 | 19.95 | 19.95 |
| | Std 5 Drug + ETG (R-ETG500) | 11/04/25 | 14 | 19.95 | 279.30 |
| | Std 5 Drug + ETG (R-COC) | 11/04/25 | 2 | 19.95 | 39.90 |
| | Std 5 Drug + ETG (R-OPI300) | 11/04/25 | 5 | 19.95 | 99.75 |
| | Std 5 Drug + ETG (R-THC20) | 11/04/25 | 18 | 19.95 | 359.10 |
| | | | | Subtotal | 23,798.60 |

| Home Page | Phone No. | Email |
|---|---|---|
| www.averhealth.com | 804-823-7591 | accounting@averhealth.com |

| | | |
|---|---|---|
| | Total Tax | 0.00 |
| | **Total $** | **23,798.60** |

| | |
|---|---|
| Amount Subject to Sales Tax | 0.00 |
| Amount Exempt from Sales Tax | 23,798.60 |

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0842 **Meeting Date:** 11/19/2025

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

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

**AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE II, DIVISION 2 OF THE CODE OF LAWS OF FULTON COUNTY RELATING TO THE CODE OF ETHICS REGARDING A PRELIMINARY PROCESS FOR COMMISSIONERS WHO SEEK TO FILE ETHICS COMPLAINTS AGAINST OTHER COMMISSIONERS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Fulton County Board of Commissioners ("BOC") has authority, pursuant to the Constitution of the State of Georgia (Art. 9, § 2, ¶ 1(a)) to adopt reasonable ordinances, resolutions, or regulations relating to the affairs of Fulton County, Georgia 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**, the BOC has, by ordinance, established a Code of Ethics (Fulton County Code of Ordinances ("FCC") § 2-66, *et seq*.) governing minimum standards of conduct for Fulton County "officers or employees"; and

**WHEREAS,** the BOC values and supports transparency and accountability in all aspects of Fulton County Government and its operations; and

**WHEREAS**, FCC § 2-81 allows any person to make a sworn complaint of a violation of the Code of Ethics to the Board of Ethics, and requires the Board of Ethics to hold a preliminary hearing within sixty (60) days of the filing of such a complaint to determine whether there is specific, substantial evidence to support a reasonable belief that there has been a violation of the Code of Ethics; and

**WHEREAS**, it is in the best interest of Fulton County that resources of the County and the Board of Ethics not be wasted on frivolous matters, or on matters that could be resolved by communication among Commissioners; and

**WHEREAS**, baseless complaints distract from the conduct of normal business and undermine public confidence in government function; and

**WHEREAS**, the BOC finds it necessary to provide additional mechanisms to prevent the filing and consideration of frivolous complaints by a Commissioner against a fellow Commissioner; and

**WHEREAS**, the BOC further finds it necessary that all complaints by a Commissioner against a fellow Commissioner be subject to a pre-complaint meeting prior to being filed with the Board of Ethics.

**NOW, THEREFORE, BE IT ORDAINED,** that the Fulton County Board of Commissioners hereby amends Fulton County Code of Ethics § 2-81 to read as follows:

***Sec. 2-81. - Hearings and procedures.***

a) Any person may initiate a complaint of a violation of this code of ethics by submitting to the secretary to the board of ethics, a written, sworn complaint under penalty of perjury, upon a form prescribed by the board of ethics.
b) The board of ethics may also initiate an investigation on its own initiative.
c) Within five (5) business days following the filing of a complaint, the subject of the complaint shall be notified of the existence and nature of the complaint.
d) The board of ethics shall, within sixty (60) days following the filing of a complaint or initiation of an investigation on its own initiative, conduct a preliminary hearing to determine whether specific, substantial evidence exists to support a reasonable belief that there has been a violation of this code of ethics.
e) If the board of ethics determines by majority vote at the preliminary hearing that specific, substantial evidence exists to support a reasonable belief that there has been a violation of this code as to any claim in a complaint or subject matter of an investigation it has initiated, the involved parties shall be so advised in writing and the board of ethics shall schedule a formal hearing to further consider those claims or subjects for which such a determination has been made. The board of ethics shall notify all involved parties in writing of the time and place of the formal hearing, which hearing shall not be held sooner than ten (10) days following notice of same.
f) If at least one-half of the voting members of the board of ethics conclude at the preliminary hearing that specific, substantial evidence does not exist to support a reasonable belief that there has been a violation of this code as to any claim in a complaint or subject matter of an investigation it has initiated, those claims shall be dismissed or the investigation terminated and the parties will be so advised in writing.
g) Formal hearings shall be public, and all parties shall have the opportunity to be heard, to summon witnesses, and to present evidence. Persons alleged to have violated this code of ethics shall have the right to be represented by counsel at their own expense.
h) The board of ethics shall have the power to compel the attendance of witnesses and the production of records by subpoena, and to take testimony under oath. Fulton County shall bear the costs of issuing subpoenas and, if desired by the board of ethics, the cost of having a court reporter present to record hearings. Any matters related to enforcing or quashing subpoenas may be submitted to the superior court of Fulton County.

i) At the conclusion of the formal hearing, the board of ethics shall deliberate upon its findings in public and shall determine its findings by majority vote. Findings that a violation of this code of ethics has occurred must be based upon a clear and convincing evidence standard. The board of ethics' decision shall subsequently be reduced to writing and provided to the parties, which decision shall be final; provided, however, that the decision shall be subject to review by writ of certiorari to the superior court of Fulton County.

j) In addition to the provisions herein, if a member of the board of commissioners desires to file a complaint under this section against another member of the board of commissioners, the following pre-filing procedures must be completed before the board of ethics takes any action on such a complaint:

   i) The commissioner making the complaint and the commissioner who is the subject of the complaint must participate in at least one good faith meeting to attempt to resolve the concerns that underlie the complaint.

   ii) If the meeting in (b)(i) does not result in a resolution of the complaint, the commissioner making the complaint and the commissioner who is the subject of the complaint must participate in a second meeting mediated by the chair of the board of commissioners, the vice chair if the chair is unavailable, or another member of the board of commissioners in order of longest total tenure on the board of commissioners or lowest district number among those of equal tenure in cases where the chair and vice chair are both parties to the complaint or unavailable. The mediating commissioner may choose to have the county attorney attend this meeting to offer an unofficial assessment.

   iii) If the meetings in (b)(i) and (ii) do not result in a resolution of the complaint, the initiating commissioner may proceed with filing the complaint with the Board of Ethics.

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

**PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, Georgia, this 5th day of November, 2025.

**FULTON COUNTY BOARD OF COMMISSIONERS**

**SPONSORED BY:**

_____

Bridget Thorne (District 1)

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.:** 25-0844 **Meeting Date:** 11/19/2025

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

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

**A RESOLUTION TO CREATE A COMMERCIAL PROPERTY ASSESSMENT TASK FORCE TO PROVIDE INPUT TO THE MEMBERS OF THE BOARD OF COMMISSIONERS IN COLLABORATION WITH THE FULTON COUNTY BOARD OF TAX ASSESSORS AND ITS STAFF ON THE VALUATION OF COMMERCIAL PROPERTIES; AND FOR OTHER PURPOSES.**

**WHEREAS**, Fulton County is home to a unique and evolving real estate landscape that includes a mix of communities including rural areas, revitalized urban neighborhoods, growing suburbs, residential and commercial properties; and

**WHEREAS**, Fulton County is the largest county in the state of Georgia with a total parcel count of 368,146 of which 20,472 are commercial parcels; and

**WHEREAS**, pursuant to O.C.G.A. § 48-5-299, it is the duty of the Fulton County Board of Tax Assessors ("FCBTA") "to investigate diligently and to inquire into the property owned in [Fulton] [C]ounty for the purpose of ascertaining what real and personal property is subject to taxation in the county and to require the proper return of the property for taxation"; and

**WHEREAS**, it is the mission of the FCBTA to deliver timely, accurate, and equitable property assessments in compliance with Georgia law, Georgia Department of Revenue Guidelines and applicable appraisal standards; and

**WHEREAS**, there has been public concern regarding how commercial properties are valued within Fulton County; and

**WHEREAS**, the members of the Board of Commissioners are aware of the public perception that commercial properties have been undervalued in Fulton County and that the public has been seeking answers for two (2) decades; and

**WHEREAS**, it is imperative that steps be taken to ensure that all property within Fulton County, specifically commercial properties, are valued appropriately according to Georgia law, Georgia Department of Revenue Guidelines and applicable appraisal standards; and

**WHEREAS**, to best serve the citizens of Fulton County, the Board of Commissioners finds it necessary to establish a task force that will work to provide transparency and clarity during the assessment process; and

**WHEREAS**, the task force will be comprised of Fulton County citizens to review commercial property values within Fulton County and used as a mechanism for support to the FCBTA and the staff of the Office of the Tax Assessors; and

**WHEREAS**, the task force should be comprised of persons representing a cross section of individuals and professionals with vast knowledge of the real estate market, mass appraisal methodology and commercial property within Fulton County; and

**WHEREAS**, the purpose of the task force is not to usurp the statutory authority of the FCBTA, but to serve as a review and advisory body to the Board of Commissioners in collaboration with the FCBTA and the staff of the Office of the Tax Assessors regarding commercial properties.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Fulton County hereby creates and establishes the Fulton County Commercial Property Assessment Task Force.

**BE IT FURTHER RESOLVED** that the Fulton County Commercial Property Assessment Task Force shall, among other things, function as a review and advisory body to the Board of Commissioners in collaboration with and in support of the Fulton County Board of Tax Assessors and its staff regarding commercial properties.

**BE IT FURTHER RESOLVED** that the Fulton County Commercial Property Assessment Task Force members shall have the following members: Each Commissioner shall appoint one (1) member. Each member shall be a resident of Fulton County at the time of the appointment. Each member shall have expertise and/or professional experience in one or more of the following areas: real estate, the real estate market in Fulton County, mass appraisal methodology, commercial property appraisal methodologies, or commercial property in Fulton County. A member shall serve for a one (1) year term and be subject to removal by the appointing Commissioner. No member's term shall exceed that of the appointing Commissioner but each member shall remain as a voting member until replaced or reappointed by the successive Commissioner.

**BE IT FURTHER RESOLVED** that members of the Fulton County Commercial Property Assessment Task Force should be comprised of persons representing a cross section of individuals and professionals with vast knowledge of the real estate market, mass appraisal methodology and commercial property within Fulton County.

**BE IT FURTHER RESOLVED** that monetary compensation will not be provided to appointed members or other volunteers for participation on the Fulton County Commercial Property Assessment Task Force.

**BE IT FURTHER RESOLVED** that the County Attorney is hereby authorized to assist the Fulton County Commercial Property Assessment Task Force with the drafting of its bylaws, consistent with the requirements of Fulton County, to include conflict of interest safeguards.

**BE IT FURTHER RESOLVED** that the County Manager or his/her designee will make meeting space and accommodations for the Fulton County Commercial Property Assessment Task Force available as needed.

**BE IT FURTHER RESOLVED** that the Fulton County Commercial Property Assessment Task Force shall report on the findings and proceedings of its meetings to the Board of Commissioners after the meeting occurs and annually through the Clerk to the Commission.

**BE IT FURTHER RESOLVED** that the Fulton County Commercial Property Assessment Task Force shall sunset on December 31, 2026, unless continued by action of the Board of Commissioners.

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

**SO PASSED AND ADOPTED**, this 5th day of November 2025.

**FULTON COUNTY BOARD OF COMMISSIONERS**

SPONSORED BY:

By: _____
Moraima “Mo” Ivory
Commissioner, District 4

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo,
County Attorney

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0890 **Meeting Date:** 11/19/2025

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution by the Fulton County Board of Commissioners to extend the term of the Fulton County Reparations Task Force for twelve (12) months; and for other purposes. **(Pitts)**

**A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO EXTEND THE TERM OF THE FULTON COUNTY REPARATIONS TASK FORCE FOR TWELVE (12) MONTHS; AND FOR OTHER PURPOSES.**

**WHEREAS**, pursuant to Georgia Constitution Art. 9, §2, ¶ 1(a), the Fulton County Board of Commissioners has the power to adopt clearly reasonable ordinances, resolutions, or regulations relating to Fulton County's property, affairs, and local government for which no provision has been made by general law and which is not inconsistent with the state constitution or any local law applicable thereto; and

**WHEREAS**, the Fulton County Reparations Task Force (the "Reparations Task Force") was established in April 2021 to research the feasibility of slavery reparations for Black/African-Americans residing in Fulton County, Georgia, and for other related purposes; and

**WHEREAS,** in August 2022, the Fulton County Board of Commissioners amended its original resolution to modify the number of appointees authorized for each member of the Board of Commissioners, and to define the quorum requirements necessary for the Reparations Task Force to transact business, among other procedural provisions; and

**WHEREAS**, the Reparations Task Force is currently set to sunset on December 31, 2025, unless extended by action of the Board of Commissioners; and

**WHEREAS,** the Fulton County Board of Commissioners finds it in the best interest of the County and its residents to extend the duration of the Reparations Task Force in order to allow additional time for research and preparation of recommendations to the Board of Commissioners.

**NOW, THEREFORE, BE IT RESOLVED** that the Fulton County Board of Commissioners hereby extends the term of the Fulton County Reparations Task Force for a period of twelve (12) months from its current sunset date of December 31, 2025; and

**BE IT FURTHER RESOLVED,** that all existing appointments to the Reparations Task Force shall remain in effect during the extended term, unless otherwise modified or replaced by action of the Board of Commissioners; and

**BE IT FURTHER RESOLVED,** that through December 31, 2026, the Reparations Task Force shall continue to operate under the same structure, duties, and procedures as previously established by resolution, and shall continue to submit any recommendations or reports to the Board of Commissioners as previously established by resolution; and

**BE IT FINALLY RESOLVED,** that this Resolution shall become effective upon adoption by the Fulton County Board of Commissioners.

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

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0891 **Meeting Date:** 11/19/2025

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution by the Fulton County Board of Commissioners to extend the term of the Fulton County Reparations Task Force for two (2) years; and for other purposes. **(Arrington)**

**A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO EXTEND THE TERM OF THE FULTON COUNTY REPARATIONS TASK FORCE FOR TWO (2) YEARS; AND FOR OTHER PURPOSES.**

**WHEREAS**, pursuant to Georgia Constitution Art. 9, §2, ¶ 1(a), the Fulton County Board of Commissioners has the power to adopt clearly reasonable ordinances, resolutions, or regulations relating to Fulton County's property, affairs, and local government for which no provision has been made by general law and which is not inconsistent with the state constitution or any local law applicable thereto; and

**WHEREAS**, the Fulton County Reparations Task Force (the "Reparations Task Force") was established in April 2021 to research the feasibility of slavery reparations for Black/African-Americans residing in Fulton County, Georgia, and for other related purposes; and

**WHEREAS,** in August 2022, the Fulton County Board of Commissioners amended its original resolution to modify the number of appointees authorized for each member of the Board of Commissioners, and to define the quorum requirements necessary for the Reparations Task Force to transact business, among other procedural provisions; and

**WHEREAS**, the Reparations Task Force is currently set to sunset on December 31, 2025, unless extended by action of the Board of Commissioners; and

**WHEREAS,** the Fulton County Board of Commissioners finds it in the best interest of the County and its residents to extend the duration of the Reparations Task Force in order to allow additional time for research and preparation of recommendations to the Board of Commissioners.

**NOW, THEREFORE, BE IT RESOLVED** that the Fulton County Board of Commissioners hereby extends the term of the Fulton County Reparations Task Force for a period of two (2) years from its current sunset date of December 31, 2025; and

**BE IT FURTHER RESOLVED,** that all existing appointments to the Reparations Task Force shall remain in effect during the extended term, unless otherwise modified or replaced by action of the Board of Commissioners; and

**BE IT FURTHER RESOLVED,** that through December 31, 2027, the Reparations Task Force shall continue to operate under the same structure, duties, and procedures as previously established by resolution, and shall continue to submit any recommendations or reports to the Board of Commissioners as previously established by resolution; and

**BE IT FINALLY RESOLVED,** that this Resolution shall become effective upon adoption by the Fulton County Board of Commissioners.

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

**FULTON COUNTY BOARD OF COMMISSIONERS**

**SPONSORED BY:**

_____

Marvin S. Arrington, Jr. Commissioner
(District 5)

ATTEST:

_____

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0892 **Meeting Date:** 11/19/2025

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution directing the County Manager to include on an annual basis funding in an amount not to exceed one million dollars ($1,000,000.00) for the Fulton County Veterans' Community Services Grant Program to support services and programs for veterans residing in Fulton County, Georgia; and for other purposes. **(Arrington)**

**A RESOLUTION DIRECTING THE COUNTY MANAGER TO INCLUDE ON AN ANNUAL BASIS FUNDING IN AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS ($1,000,000.00) FOR THE FULTON COUNTY VETERANS' COMMUNITY SERVICES GRANT PROGRAM TO SUPPORT SERVICES AND PROGRAMS FOR VETERANS RESIDING IN FULTON COUNTY, GEORGIA; AND FOR OTHER PURPOSES.**

**WHEREAS**, according to the United States Department of Veterans Affairs, U.S. service members returning to civilian life have difficulty reconnecting with family and re-establishing a role in the family; joining or creating a community; preparing to enter to the civilian workforce or returning to a civilian job; creating structure; providing food, clothing and housing for themselves; establishing services such as medical, dental, insurance, or other service benefits; and are at greater risk for suicide and homelessness than those who have not served in the U.S. military; and

**WHEREAS**, the Fulton County Board of Commissioners believes that providing funding for veterans programs will benefit all citizens of Fulton County by assisting the veteran population residing in Fulton County with their transition to civilian life and dealing with the unique challenges facing the veteran population; and

**WHEREAS**, Fulton County has developed a community services grant program to fund veterans organizations that support the wellbeing of veterans residing in Fulton County that will focus on three key areas: (1) Economic Stability/Poverty; (2) Health & Wellness; and (3) Homeless & Housing; and

**WHEREAS**, the Board of Commissioners finds it to be in the best interest of County citizens to reaffirm the annual funding allocation of an amount not to exceed $1,000,000.00 in the Fulton County budget for use by the Fulton County Veterans

Community Services grant program, when implemented, to support services and programs for veterans residing in Fulton County, Georgia; and

**WHEREAS**, funding for the Fulton County Veterans Community Services grant program is authorized pursuant to O.C.G.A. § 36-1-19.1, which allows Fulton County to appropriate money for, and the making of grants or contributions, to any corporation, association, institution, or individual for purely charitable purposes, provided that the activities funded by any such grants or contributions shall take place within the county making such grant or contribution and is in the form of contracts for services.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners hereby reaffirms funding of an annual amount not to exceed $1,000,000.00 (One Million Dollars), to be allocated for the Fulton County Veterans Community Services grant program to support various programs and services for veterans residing in Fulton County.

**BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby directs the County Manager and the Finance Department to ensure that the funding allocation is made available to the Fulton County Veterans Community Services grant program on an annual basis to implement the grant program to serve our veteran population.

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

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

**FULTON COUNTY BOARD OF COMMISSIONERS**

**SPONSORED BY:**

_____
Marvin S. Arrington, Jr.
Commissioner, District 5

ATTEST:

_____
Tonya R. Grier, Clerk of Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0893 **Meeting Date:** 11/19/2025

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

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

**AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND COUNTY GOVERNING AUTHORITY), ARTICLE 2 (COUNTY GOVERNING AUTHORITY), DIVISION 2 (RULES OF ORDER AND PROCEDURE), SECTION 101-63 (PRESIDING OFFICER AND RULES FOR DEBATE) OF THE FULTON COUNTY CODE OF ORDINANCES; TO CLARIFY PROCEDURES FOR DESIGNATION OF A PRESIDING OFFICER IN THE ABSENCE OF THE CHAIRMAN AND VICE-CHAIRMAN; AND FOR OTHER PURPOSES.**

**WHEREAS**, the duly elected governing authority of Fulton County (the "County"), Georgia is the Fulton County Board of Commissioners (the "Board"); and

**WHEREAS**, the Board 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 Board 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 of Ordinances ("Code") as Section 101-61 *et seq.;* and

**WHEREAS**, Section 101-63(a) of the Code currently provides that, when there is an absence of both the chair and the vice-chair, the Board may designate an acting presiding officer; and

**WHEREAS**, the orderly conduct of meetings requires that there needs to be a clear and consistent process for identifying a presiding officer to ensure continued operation of County business when both the chair and vice-chair are unavailable; and

**WHEREAS,** ambiguity in the current procedure could result in uncertainty or delay in convening and/or continuing meetings in the absence of the Chair and Vice-Chair, thereby impeding the Board's ability to carry out its legislative and administrative duties; and

**WHEREAS,** adopting clear rules for the designation of a presiding officer promotes transparency, predictability, and adherence to the established procedures; and

**WHEREAS,** the Fulton County Board of Commissioners finds that amending Section 101-63(a) of the Code is in the best interest of the County and necessary to ensure efficient and orderly conduct of its meetings.

**NOW, THEREFORE, BE IT ORDAINED,** that the Fulton County Board of Commissioners hereby amends Section 101-63 of the Fulton County Code of Ordinances by adding and striking language to the Code Section as follows:

"Sec. 101-63. – Presiding officer and rules for debate.

(a) *Generally.* In accordance with the Fulton County Code of Laws, the chair of the board of commissioners is responsible for the orderly conduct of the board during the meeting and serves as the presiding officer. In order to ensure a fair, orderly, and efficient meeting, the chair must enforce the rules of procedure adopted by the board. ~~In the absence of the chair, the vice-chair shall preside.~~ ~~Where a quorum is present and neither the chair or vice-chair is present, the board may designate an acting presiding officer.~~ Meetings are conducted in accordance with these procedural rules, applicable state law, and Robert's Rules of Order, Newly Revised. Where a commissioner raises a procedural question and these rules

are silent, and in the absence of a specific statute, ordinance, or resolution, the question shall be resolved in accordance with the provisions of Robert's Rules of Order, Newly Revised, so long as the provision used to answer the question is not in violation of local, state or federal laws.

(1) Where a quorum is present and the chair is absent:

a. The vice chair shall preside.

b. If the vice chair is not present, the commissioner with the most seniority shall preside.

c. If such commissioner is also absent, the presiding officer shall be the next most senior commissioner present, in descending order of seniority.

d. If two or more commissioners share equal seniority, the presiding officer shall be selected among them by majority vote of the members present.

**BE IT FINALLY ORDAINED,** that this Ordinance shall become effective when passed and adopted, and that all ordinances and resolutions and parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed to the extent of the conflict.

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

**FULTON COUNTY BOARD OF COMMISSIONERS**

**SPONSORED BY:**

_____

Marvin S. Arrington, Jr., Commissioner
(District 5)

ATTEST:

_____

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0894 **Meeting Date:** 11/19/2025

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

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

**AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND COUNTY GOVERNING AUTHORITY), ARTICLE 2 (COUNTY GOVERNING AUTHORITY), DIVISION 2 (RULES OF ORDER AND PROCEDURE), SECTION 101-63 (PRESIDING OFFICER AND RULES FOR DEBATE) OF THE FULTON COUNTY CODE OF ORDINANCES; TO CLARIFY PROCEDURES FOR DESIGNATION OF A PRESIDING OFFICER IN THE ABSENCE OF THE CHAIRMAN AND VICE-CHAIRMAN; AND FOR OTHER PURPOSES.**

**WHEREAS**, the duly elected governing authority of Fulton County, Georgia (the "County") is the Fulton County Board of Commissioners (the "Board"); and

**WHEREAS**, the Board 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 Board 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 of Ordinances ("Code") as Section 101-61 *et seq.;* and

**WHEREAS**, Section 101-63(a) of the Code currently provides that, when there is an absence of both the chair and the vice-chair, the Board may designate an acting presiding officer; and

**WHEREAS**, the orderly conduct of meetings requires that there needs to be a clear and consistent process for identifying a presiding officer to ensure continued operation of County business when both the chair and vice-chair are unavailable; and

**WHEREAS,** ambiguity in the current procedure could result in uncertainty or delay in convening and/or continuing meetings in the absence of the Chair and Vice-Chair, thereby impeding the Board's ability to carry out its legislative and administrative duties; and

**WHEREAS,** adopting clear rules for the designation of a presiding officer promotes transparency, predictability, and adherence to the established procedures; and

**WHEREAS,** the Fulton County Board of Commissioners finds that amending Section 101-63(a) of the Code is in the best interest of the County and necessary to ensure efficient and orderly conduct of its meetings.

**NOW, THEREFORE, BE IT ORDAINED,** that the Fulton County Board of Commissioners hereby amends Section 101-63 of the Fulton County Code of Ordinances by adding and striking language to the Code Section as follows:

"Sec. 101-63. – Presiding officer and rules for debate.

(a) *Generally.* In accordance with the Fulton County Code of Laws, the chair of the board of commissioners is responsible for the orderly conduct of the board during the meeting and serves as the presiding officer. In order to ensure a fair, orderly, and efficient meeting, the chair must enforce the rules of procedure adopted by the board. ~~In the absence of the chair, the vice-chair shall preside.~~ ~~Where a quorum is present and neither the chair or vice-chair is present, the board may designate an acting presiding officer.~~ Meetings are conducted in accordance with these procedural rules, applicable state law, and Robert's Rules of Order, Newly Revised. Where a commissioner raises a procedural question and these rules

are silent, and in the absence of a specific statute, ordinance, or resolution, the question shall be resolved in accordance with the provisions of Robert's Rules of Order, Newly Revised, so long as the provision used to answer the question is not in violation of local, state or federal laws.

(1) Where a quorum is present and the chair is absent, the vice-chair shall preside.

(2) Where a quorum is present, the chair must leave before the end of the meeting, and the vice-chair is not present, the chair may designate a *chairman pro tempore* in accordance with the provisions of Robert's Rules of Order, Newly Revised.

(3) Where a quorum is present, the vice-chair is not present, and the chair leaves the meeting without designating a *chairman pro tempore*, the order of succession for acting presiding officer shall be as follows:

a. The commissioner who most recently served as vice-chair shall preside.

b. If that commissioner is also absent, the presiding officer shall be the next most recent former vice-chair present, continuing in order of most recent service as vice-chair.

c. If no former vice-chair is present, the presiding officer shall be selected by a majority vote of the members present.

(4) Where a quorum is present and neither the chair or vice-chair is present at the start of the meeting, the order of succession for acting presiding officer shall be in accordance with subsection (3) above.

**BE IT FINALLY ORDAINED,** that this Ordinance shall become effective when passed and adopted, and that all ordinances and resolutions and parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed to the extent of the conflict.

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

**FULTON COUNTY BOARD OF COMMISSIONERS**

**SPONSORED BY:**

_____

Khadijah Abdur-Rahman, Commissioner
(District 6)

ATTEST:

_____

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0895 **Meeting Date:** 11/19/2025

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution of the Fulton County Board of Commissioners amending policies limiting the use of Fulton County staff for certain events by members of the Fulton County Board of Commissioners; and for other purposes. **(Ellis)**

**A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS AMENDING POLICIES LIMITING THE USE OF FULTON COUNTY STAFF FOR CERTAIN EVENTS BY MEMBERS OF THE FULTON COUNTY BOARD OF COMMISSIONERS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the members of the Fulton County Board of Commissioners ("BOC") hold and participate in various events in their districts and throughout Fulton County (the "County") in their roles as elected officials and as representatives of their constituents and the County; and

**WHEREAS**, Commissioners often utilize their own office staff to assist with such events but also sometimes seek to utilize the services of staff from other County departments and entities ("County staff") for events, including staff from the Department of External Affairs and FGTV; and

**WHEREAS**, the BOC finds it to be in the best interest of the County and County staff for Commissioners to prioritize utilization of their own staff at Commissioner events and limit other County staff involvement at such events; and

**WHEREAS**, the BOC finds it to be in the best interest of the County for the BOC to implement certain policies limiting County staff involvement in Commissioner events and instead utilize their own staff; and

**WHEREAS**, pursuant to the County's home rule powers found in the Constitution of the State of Georgia, Art. 9, § 2, ¶ 1(a), the BOC is authorized to adopt reasonable ordinances, resolutions, or regulations relating to the County's affairs for which no provision has been made by general law and which are not inconsistent with the Constitution or any local law applicable thereto; and

**WHEREAS**, on April 17, 2024, the BOC adopted Resolution 24-0247 setting out policies and limitations for use of County staff by BOC members at events held or participated in by BOC members; and

**WHEREAS**, the BOC desires to amend policies limiting Commissioners' use of County

staff at events held or participated in by BOC members to ensure that the use of County staff does not constitute improper use of County resources, does not negatively impact the routine business of the County, does not interfere with the important day-to-day work performed by County staff, and does not result in unnecessary overtime pay.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby amends Resolution 24-0247 by repealing the policies set forth at Exhibit A thereto, and adopting in their place the provisions set forth in Exhibit A, attached hereto and incorporated herein by reference.

**BE IT FINALLY RESOLVED**, that this Resolution will take effect upon its adoption and all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

**PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, Georgia, this 5th day of November 2025.

**FULTON COUNTY**
**BOARD OF COMMISSIONERS**

**Sponsored by:**

_____
Bob Ellis, Vice Chair (District 2)

ATTEST:

_____
Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

EXHIBIT A

Policies on County Staff Support for Commissioner Events

The following polices are hereby adopted by the Fulton County Board of Commissioners to relieve the burden on County staff as well as prioritize the day-to-day work of the County.

1. Commissioners shall prioritize using their own district staff and budget to support events.

2. Commissioners shall avoid the appearance of using County staff and facilities for campaign purposes. Public outreach about County services should be conducted primarily by individual departments and the Department of External Affairs. Individual Commissioners should generally collaborate and join the efforts of individual departments rather than schedule their own outreach events on behalf of departments.

3. A Commissioner may only request County staff for up to four (4) in-person or virtual town hall events per year. A town hall is defined as an event that is open to the public and hosted by one or more Commissioners, where the Commissioner(s) answer questions presented by members of the public as a significant portion of the event. Town hall events shall take place on weekdays and at a Fulton County facility.

4. Commissioners shall provide any request for County staff participation in support of town hall events in writing to the head of the relevant County department a minimum of 30 days in advance of the event. External Affairs support of such town hall events will be limited to providing publicity and promotion of the event. Department of Real Estate and Asset Management ("DREAM") support of such town hall events will be limited to set-up and tear down, safety controls for equipment or displays and security.

5. County staff selection, participation, and scheduling for town halls is subject to the direction of the department head and not at the direction of an individual commissioner.

6. Department heads may involve County staff, supplies, materials, and equipment for town halls subject to their individual discretion and alignment with departmental goals. Department heads are not obligated to support Commissioner's Town Hall events when it would interfere with their normal operations and departmental goals.

7. Events other than town halls or town halls outside of the limitations noted shall be conducted solely by individual Commissioners and their staff, including funding, set-up, promotion. Commissioners shall not expect County staff to attend or provide supplies, materials, and equipment to such events or events held by a municipality, government agency (other than Fulton County), non-profit, or commercial organization, or to any vendor fairs, NPU meetings/events, grand openings, or ribbon cuttings.

8. County staff shall not be used to boost coverage of a Commissioner's attendance at third party events. For purposes of this section, a third-party event is defined as an event that is not held or funded by a County department or where the event is not approved, held or supported by the full Board of Commissioners. County staff should also not be requested to prepare materials or goody bags for Commissioners

to take to third party events.

9. Events conducted by individual departments and the Department of External Affairs on behalf of the County of individual departments shall be promoted as County sponsored or events sponsored by the full Board of Commissioners.

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0896 **Meeting Date:** 11/19/2025

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution by the Fulton County Board of Commissioners to address maternal and infant mortality rates with current capital investments and planned initiatives; and for other purposes. **(Ivory/Barrett)**

**A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO ADDRESS MATERNAL AND INFANT MORTALITY RATES WITH CURRENT CAPITAL INVESTMENTS AND PLANNED INITIATIVES; AND FOR OTHER PURPOSES.**

**WHEREAS**, pursuant to Georgia Constitution Art. 9, §2, ¶ 1(a), the Fulton County Board of Commissioners has the power to adopt clearly reasonable ordinances, resolutions, or regulations relating to Fulton County's property, affairs, and local government for which no provision has been made by general law and which is not inconsistent with the state constitution or any local law applicable thereto; and

**WHEREAS**, the Fulton County Board of Commissioners recognizes that maternal and infant mortality remain pressing public health challenges that directly affect the well-being and future of Fulton County families; and

**WHEREAS,** the Georgia House of Representatives Study Committee on Maternal Mortality identified alarming disparities in maternal health outcomes across the state, with Black women disproportionately impacted by pregnancy-related complications and deaths; and

**WHEREAS**, research shows that Georgia continues to have one of the highest maternal mortality rates in the nation, with approximately 38 deaths per 100,000 live births, with approximately 87% of cases deemed preventable; and

**WHEREAS,** research also shows infant mortality rate remains above the national average at approximately 7 deaths per 1,000 live births in 2023; and

**WHEREAS,** studies identify contributing factors such as the limited availability of maternal-care providers, hospital closures in rural areas, barriers to transportation and broadband access, and gaps in prenatal and postpartum care; and

**WHEREAS,** aligning current and planned capital investments with efforts to address maternal and infant mortality will help strengthen the County's overall health capacity and response; and

**WHEREAS,** the Fulton County Board of Commissioners finds it in the best interest of the County to coordinate its capital investments and public health priorities to address maternal and infant mortality and promote the well-being of all Fulton County residents.

**NOW, THEREFORE, BE IT RESOLVED,** that the Fulton County Board of Commissioners hereby directs the County Manager to review and assess current capital investments and planned projects to determine how such resources may be used to address maternal and infant mortality within Fulton County; and

**BE IT FURTHER RESOLVED,** that the County Manager shall develop a plan outlining strategies, timelines, and potential coordination among County departments to align existing capital efforts with initiatives that support improved maternal and infant health outcomes; and

**BE IT FURTHER RESOLVED,** that the County Manager shall present the proposed plan to the Board of Commissioners for review and consideration at a future public meeting; and

**BE IT FINALLY RESOLVED,** that this Resolution shall take effect immediately upon adoption.

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

**FULTON COUNTY BOARD OF COMMISSIONERS**

**SPONSORED BY:**

_____

Mo Ivory, Commissioner
(District 4)

_____

Dana Barrett, Commissioner
(District 3)

ATTEST:

_____

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0897 **Meeting Date:** 11/19/2025

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution by the Fulton County Board of Commissioners directing the County Manager to work with Select Fulton and the Fulton County Development Authority to develop a Senior Property Tax Relief Program; and for other purposes. **(Ivory)**

**A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS DIRECTING THE COUNTY MANAGER TO WORK WITH SELECT FULTON AND THE FULTON COUNTY DEVELOPMENT AUTHORITY TO DEVELOP A SENIOR PROPERTY TAX RELIEF PROGRAM; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Fulton County Board of Commissioners remains committed to ensuring that all residents, particularly senior homeowners on fixed incomes, are able to remain in their homes and communities as Fulton County continues to grow and develop; and

**WHEREAS**, housing affordability and stability remain among the most pressing challenges facing Fulton County, with many senior residents experiencing financial hardship due to rising property values, increasing property taxes, and escalating housing-related costs; and

**WHEREAS**, maintaining stable housing for senior residents helps preserve community cohesion, reduces homelessness risk, and promotes better health and quality of life outcomes; and

**WHEREAS**, the Board recognizes the importance of proactive measures to mitigate displacement pressures and to support programs that assist senior homeowners in maintaining ownership and stability of their homes; and

**WHEREAS**, the Fulton County Development Authority was established in 1973 for the purpose of developing and promoting, for the public good and general welfare, trade, commerce, industry, and employment opportunities in said county, thereby promoting the welfare of its citizens; and

**WHEREAS**, Select Fulton was established in 2016, and both the Fulton County Development Authority and Select Fulton serve as key partners in advancing

community development, attracting investment, and improving the quality of life for residents through strategic programs and partnerships; and

**WHEREAS,** the collaboration among Fulton County, the Fulton County Development Authority, and Select Fulton would allow for the development of an anti-displacement initiative designed to assist senior homeowners who are cost-burdened or at risk of losing their homes due to increased property taxes or related housing expenses.

**NOW, THEREFORE, BE IT RESOLVED,** that the Fulton County Board of Commissioners hereby directs the County Manager to work in coordination with the Chief Operating Officer, the Fulton County Development Authority, and Select Fulton to evaluate, design, and implement a program aimed at providing property tax relief and housing stability for senior residents of Fulton County; and

**BE IT FURTHER RESOLVED,** that the County Manager and Chief Operating Officer, in collaboration with the Fulton County Development Authority and Select Fulton, are hereby directed to identify or facilitate the creation of a non-profit fund to serve as a dedicated source of revenue for the aforementioned program, which may be established as part of, or in connection with, a future development agreement or other partnership supporting housing affordability and community stability; and

**BE IT FURTHER RESOLVED** that the County Manager and the Chief Operating Officer shall jointly provide the Board of Commissioners with a proposed framework outlining the program's structure, eligibility criteria, administrative procedures, and funding recommendations for the Board's consideration and approval no later than the second regular meeting in February 2026; and

**BE IT FURTHER RESOLVED** that the County Manager, in collaboration with the Fulton County Development Authority and Select Fulton, shall ensure that the program is designed to support senior homeowners facing increased property tax burdens and housing cost pressures, with the goal of preserving homeownership, preventing displacement, and maintaining community stability; and

**BE IT FINALLY RESOLVED** that all other County departments deemed appropriate by the County Manager are authorized and directed to cooperate in the development and implementation of this initiative to ensure its success in promoting housing stability for Fulton County's senior residents.

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

**FULTON COUNTY BOARD OF COMMISSIONERS**

**SPONSORED BY:**

_____
Mo Ivory, Commissioner
(District 4)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

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Y. Soo Jo, County Attorney

# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0898 **Meeting Date:** 11/19/2025

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.