

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

June 18, 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**25-0438 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.

25-0439 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Library Summer Reading Month." **(Ivory)**
June 7, 2025

Proclamation recognizing "Rick Ross Car and Bike Show Appreciation Day."
(Arrington)
June 7, 2025

Proclamation recognizing "Alysa Story Appreciation Day." **(Ivory)**
June 8, 2025

Proclamation recognizing "Atlanta Champagne Week." **(Arrington)**
June 9, 2025

Proclamation recognizing "Big Tigger's Beltline Bikefest Appreciation Day." **(Ivory)**
June 14, 2025

Proclamation recognizing "Greg Street Appreciation Day." **(Arrington)**
June 16, 2025

Commissioners' District Board Appointments**25-0440 Board of Commissioners**
ANIMAL WELFARE HEARING BOARD

The Animal Welfare Hearing Board shall consist of seven (7) members appointed by the Board of Commissioners. Each Commissioner shall appoint one (1) member to serve for two (2) years. Thereafter, all members may be appointed for an additional term of three (3) years and until their successors are appointed.

Term = 2 Years/3 Years

Term below expires: 12/31/2026
Vacant (**Ivory**)

Commissioner Ivory has nominated Marley Wiggin for a District appointment to an unexpired term ending December 31, 2026.

25-0441 Board of Commissioners
FULTON-DEKALB HOSPITAL AUTHORITY d/b/a GRADY HEALTH SYSTEM

Consists of ten (10) trustees (members). The Board of Commissioners of Fulton County appoints seven (7) trustees (members) and the Board of Commissioners of DeKalb County appoints three (3). (See Fulton County Code § 13-2-11). The Fulton County Code does not prescribe the method of appointment; however, historically, each Commissioner has appointed one person to serve.

Term = 4 Years

Term below expired: 12/31/2024
Eric V. Thomas (**Hall**)

Commissioner Ivory has nominated Eric V. Thomas for a District reappointment to a term ending 12/31/2028.

25-0442 Board of Commissioners**FULTON COUNTY HOMELESS CONTINUUM OF CARE (CoC)**

One (1) representative will be nominated by each of the Commission Districts for a total of seven (7) members; this includes one representative from District 1, 2, 3, 4, 5, 6, 7. Each representative will serve a two-year term and could be re-appointed to serve additional terms. Notwithstanding the foregoing, no term of any member nominated by a District Commissioner shall extend beyond the term of the District Commissioner who nominates that member.

Term = 2 Years

Term below expired: 12/31/2024

Manfred L. Michel (**Ellis**)

Vice-Chairman Ellis has nominated Manfred L. Michel for a District reappointment to a term ending December 31, 2026.

25-0443 Board of Commissioners**DEVELOPMENT AUTHORITY OF FULTON COUNTY**

At the Special Call Meeting, May 30, 1973, the Board of Commissioners appointed seven (7) members to serve on this Authority. In 1992, two more members were added to this board bringing the total to nine (9) members appointed by the Board of Commissioners of Fulton County. Historically, each Commissioner has appointed one person to serve on this board. In addition, two persons are appointed and confirmed by the full Board of Commissioners.

Term = 4 years staggered

Term below expired: 5/31/2025

Pinky Cole (**Pitts**)

Chairman Pitts has nominated Pinky Cole to a District reappointment to a term ending May 31, 2029.

Open & Responsible Government**25-0444 Finance**

Ratification of May 2025 Grants Activity Report.

25-0445 Finance

No action is requested. This reporting is being provided to meet the quarterly reporting requirement for monetary transfers amount budget funds per Board Resolution #09-1262.

25-0446 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 Toll Southeast LP Company, Inc. for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 0 Kimball Bridge Road, Alpharetta, Georgia 30022.

25-0447 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 Toll Southeast LP Company, Inc., for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 0 Kimball Bridge Road, Alpharetta, Georgia 30022.

25-0448 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 the City of Union City, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 3660 Royal South Parkway, Atlanta, Georgia 30291.

25-0449 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 Union City SR CGP, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 0 Campbellton Fairburn Road, Union City, Georgia 30213.

25-0450 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 Arkan Echo, LLC, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 12580 Crabapple Road, Milton, Georgia 30004.

25-0451 Real Estate and Asset Management

Request approval of a Water Easement Dedication of 5,227 square feet to Fulton County, a political subdivision of the State of Georgia, from the Bridges Alpharetta, LLC, for the purpose of constructing the Bridges Project at 4430 Webb Bridge Road, Alpharetta, Georgia 30005.

25-0452 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 1,758 square feet to Fulton County, a political subdivision of the State of Georgia, from Daniel A. Diulus, individuals, for the purpose of constructing the 4852 Lake Forrest Dr. NE, Atlanta, Georgia 30342 Project at 4852 Lake Forrest Dr. NE, Atlanta, Georgia 30342.

25-0453 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 4,328 square feet to Fulton County, a political subdivision of the State of Georgia, from the Bridges Alpharetta, LLC, for the purpose of constructing the Bridges Project at 4430 Webb Bridge Road, Alpharetta, Georgia 30005.

25-0454 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 13,510 square feet to Fulton County, a political subdivision of the State of Georgia, from Sandy Springs Multifamily LLC, owner, for the purpose of constructing the Solis Sandy Springs Project at 6600 Peachtree Dunwoody Rd, Sandy Springs, Georgia 30328.

25-0455 Real Estate and Asset Management

Request approval of a Resolution authorizing the sale of County-owned properties consisting of rights-of-way, a permanent construction easement area, linear access and onsite improvements to the Georgia Department of Transportation located at 0 Arlington Drive NW and 4330 Fulton Industrial Boulevard SW, for the purpose of constructing roadway improvements; authorizing the Chairman to execute the deeds and related documents; authorizing the County Attorney to approve the deeds and related documents as to form and to make modifications thereto prior to execution; and for other purposes. Effective upon approval.

25-0456 Real Estate and Asset Management

Request approval of a Resolution approving a First Amendment to Rental Agreement between Fulton County, Georgia (Landlord) and the Georgia Department of Human Services (Tenant), for office space at 1249 Donald Lee Hollowell Parkway NW, Atlanta, Georgia, to extend the term through June 30, 2026; authorizing the Chairman to execute the Amendment and related documents; authorizing the County Attorney to approve the Amendment and related documents as to form and to make modifications thereto prior to execution; and for other purposes.

25-0457 Real Estate and Asset Management

Request approval of a Resolution approving a First Amendment to the Ground Lease Agreement between Fulton County, Georgia (Lessor) and Atlanta Executive Aviation, LLC (Lessee); authorizing the Chairman to execute the First Amendment to the Lease Agreement; authorizing the County Attorney to approve the First Amendment to the Lease Agreement as to form and to make modifications thereto prior to execution. Effective upon approval.

Health and Human Services**25-0458 Public Works**

Request approval of an Intergovernmental Agreement (IGA) between Fulton County, Georgia and Union City, Georgia for sanitary sewer services. This agreement establishes how the 3MG reserve capacity for Union City, at the Camp Creek WRF, will be managed for a period of 15 years with a potential 5-year extension. Effective upon BOC approval.

Justice and Safety**25-0459 Emergency Management**

Request approval of a Resolution authorizing the adoption of the 2025 Fulton County Local Emergency Operations Plan (LEOP).

25-0460 Emergency Management

Request approval to extend an existing contract - Fulton County Animal Services, 23RFP052223C-MH, Animal Services in an amount not to exceed \$4,540,000.00 with Lifeline Animal Project, Inc (Avondale Estates, GA) to provide animal control services (shelter operations as well as field services) that will include all personnel, supplies, utilities, necessary insurances, and equipment for the unincorporated areas of Fulton County as well as the cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City for an additional 6 month period. Effective dates: July 1, 2025, through December 31, 2025.

SECOND REGULAR MEETING AGENDA**25-0461 Board of Commissioners**

Adoption of the Second Regular Meeting Agenda.

25-0462 Clerk to the Commission

Ratification of Minutes.

Second Regular Meeting Minutes, May 21, 2025

First Regular Meeting Post Agenda Minutes, June 4, 2025

25-0463 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Pride Month."

(Barrett/Ivory/Pitts/Arrington/Abdur-Rahman)

PUBLIC HEARINGS**25-0464 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.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****25-0465 County Manager**

Presentation of the Fulton County Operational Report.

25-0466 Finance

Request approval of a Resolution setting proposed 2025 Millage Rates for the General Fund at X.XX mills in accordance with O.C.G.A. § 48-5-32.1(A)(9); authorizing advertisement of the proposed General Fund millage rate along with the five-year millage rate history and advertisement of the dates for the required public hearings; authorizing the Chairman of the Board of Commissioners to sign the Pending Appeals - For Properties Other Than Public Utilities for Tax Year 2025 to allow the Digest to be submitted to the State Department of Revenue; and Authorizing the County Attorney to petition the Superior Court of Fulton County for an order authorizing the immediate and temporary collection of 2025 taxes pursuant to O.C.G.A. § 48-5-310, if it becomes necessary.

25-0467 Finance

Presentation, review, and approval of June 18, 2025, Budget Soundings and Resolution.

25-0468 Registration & Elections

Request approval of a statewide contract - Registration and Elections, SWC# 99999-001-SPD0000136, Temporary Staffing Services - Clerical & Light in an amount not to exceed \$5,824,388.00 with Abacus Corporation (Morrow, GA) to provide temporary staffing services for 2025 Public Service Commission Primary & Municipal Primary Runoff & Public Service Commission General & Municipal General Election and Runoff Elections. Effective upon execution of contract through December 31, 2025.

25-0469 Real Estate and Asset Management

Request approval of a recommended proposal - Fulton County Department of Real Estate and Asset Management, RFP#25RFP14005K-CRB, Health & Human Services South Facility Feasibility Study in the total amount not to exceed \$497,966.00, with Sizemore Group, LLC (Atlanta, GA), to provide planning, engineering and design services of Health and Human Services ("HHS") by delivering a feasibility study for the County's future planned and long-term needs of new HHS South services facility. Effective upon issuance of Notice to Proceed (NTP) for one (1) year, with an option to extend for one (1) additional year, at the County's sole discretion.

25-0470 Real Estate and Asset Management

Request approval to utilize Cooperative Purchasing - Department of Real Estate and Asset Management, Omnia Partners Public Sector Contract #R190303 Office Supplies, Related Products and Services in the total amount not to exceed \$150,000.00 with ODP Business Solutions, LLC, formerly Office Depot, Inc. (Norcross, GA), to provide copy paper and related supplies as needed Countywide for the remainder of 2025. Effective July 1, 2025 through December 31, 2025.

25-0471 Purchasing and Contract Compliance

Request approval to amend an existing contract - Sheriff's Office, 17RFP07012016B-BR, Inmate Medical Services with NaphCare of Fulton County, LLC (Birmingham, AL) to increase the spending authority for Year 7 (effective July 1, 2025 through December 31, 2025) in the amount of \$948,060.00; to amend the annual and monthly compensation for years 8 - 10; to adjust staffing levels to meet patient care needs; and, to adjust the Average Daily Population to include all County Jail Facilities. Effective upon BOC approval.

Justice and Safety**25-0472 Sheriff**

Request approval to renew an existing contract - Sheriff's Office, 22RFP0405B-PS, Delinquent Tax Sales with Government Tax Services, Inc. (Carrollton, Georgia) to provide type-written title examinations, abstracts, and delinquent tax sales preparation services. This action exercises the third of three renewal options. No renewal options remain. Effective August 1, 2025, through July 31, 2026. This is a revenue neutral contract.

25-0473 Medical Examiner

Request approval to renew an existing contract on behalf of the Fulton County Office of the Medical Examiner and the Emory University School of Medicine Office of Graduate Medical Education Department of Pathology to provide clinical education experiences for graduate medical students enrolled in the Forensic Pathology Fellowship Program; and authorizing the County Attorney to make any necessary modifications thereto prior to execution. The County is not required to pay any compensation. This action exercises the fourth of five (5) renewal options.

25-0474 Medical Examiner

Request approval to renew an existing contract on behalf of the Fulton County Office of the Medical Examiner and the Emory University School of Medicine to provide clinical education experiences for students enrolled in, or visiting students participating in, a rotation with the Medical School's M.D. Degree; and authorizing the County Attorney to make any necessary modifications thereto prior to execution. The County is not required to pay any compensation. Effective upon approval for five (5) years.

25-0475 Medical Examiner

Request approval to renew an existing contract on behalf of the Fulton County Office of the Medical Examiner and the Emory University School of Medicine Office of Graduate Medical Education Department of Pathology to provide clinical education experiences for graduate medical students enrolled in the Anatomic Pathology Program; and authorizing the County Attorney to make any necessary modifications thereto prior to execution. The County is not required to pay any compensation. This action exercises the fourth of five (5) renewal options.

Arts and Libraries**25-0476 Arts and Culture**

Request approval of the FY2025 Contracts for Services Program funding recommendations totaling \$1,300,000.00. Funds have been identified and are available in the Department of Arts & Culture's FY 2025 budget.

25-0477 Public Works

Request approval to extend an existing contract - Department of Public Works, RFP# 19RFP090419K-DB, Operation & Maintenance Service for Wastewater Facilities & Pump Stations in the North Fulton Service Area, for 120 days and in the amount not to exceed \$7,381,500.47, with Veolia Water North America-South, LLC (Atlanta, GA) to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area. This extension will be effective July 6, 2025, through November 3, 2025.

25-0478 Library

Request approval to use Beltline TAD funds for the purchase of AMH (Automatic Handling) Systems to be distributed at six (6) library locations. The cost of the purchase is not to exceed; \$1,100,000.00.

Health and Human Services**25-0384 Senior Services**

Request approval to amend an existing contract, 21RFP000027A-CJC, Senior Transportation Services with Transdev Services, Inc., to initiate a six-month pilot program to allow its subcontractor, UZURV, to deploy three (3) vehicles with an appropriate fleet age to provide transportation services to seniors at no additional cost. Effective upon BOC approval. **(HELD ON 5/21/25 AND 6/4/25)**

25-0479 Senior Services

Request approval for Fulton County Finance Department to enter into a contract with X/S Group, Inc. to provide liability, accident and excess automobile liability insurance coverage for senior AmeriCorps volunteers and authorize the Finance Director to pay related costs of \$533.59 to acquire the X/S Group, Inc. coverage. Effective upon BOC approval.

25-0480 Public Works

Request approval to increase the spending authority - Department of Public Works, 23ITBC100523A-KM, Water Meters in an amount not to exceed \$111,333.50 with Delta Municipal Supply Company (Braselton, GA) to provide water meters. Effective upon BOC approval.

25-0481 Public Works

Request approval of an Intergovernmental Agreement (IGA) between Fulton County, Georgia and the City of Chattahoochee Hills for sanitary services of up to 0.5 MGD of the reserve capacity at the Camp Creek Water Reclamation Facility (WRF). Effective upon approval by the BOC.

COMMISSIONERS' ACTION ITEMS**25-0482 Board of Commissioners**

Request approval of a Resolution affirming current County fringe benefits offered to Superior Court Judges; and for other purposes. **(Ivory/Thorne/Ellis)**

25-0483 Board of Commissioners

Request approval of a Resolution requiring department heads perform and submit an annual training assessment during the budget preparation process; directing an amendment to Fulton County Personnel Procedure 209-16 "Travel, Training, Parking and automobile allowance/Mileage Reimbursement Policy," and for other purposes. **(Ivory)**

Commissioners' Full Board Appointments**25-0484 Board of Commissioners****FULTON COUNTY BOARD OF TAX ASSESSORS**

The Fulton County Board of Tax Assessors shall be a five-member board, whose members shall be appointed by the full Board of Commissioners of Fulton County upon nomination by any member of the board of commissioners. Of the five members, at least one shall be a resident of the City of Atlanta, at least one shall be a resident of that portion of Fulton County that lies north of the municipal limits of the City of Atlanta, and at least one shall be a resident of that portion of Fulton County that lies south of the municipal limits of the City of Atlanta. Each such member of the board of tax assessors shall meet all eligibility and other professional and other statutory requirements and qualifications provided under Georgia law and shall, upon appointment, take an oath and shall be otherwise appointed as provided by Georgia law.

Term = 4 years

Term below expires: 6/30/2025

Michael Fitzgerald **(Hausmann)**

Commissioner Thorne has nominated Michael Fitzgerald for a Full Board reappointment to a term ending June 30, 2029.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

[25-0485](#) Board of Commissioners

Discussion: Fairness and Impact of Rebidding Contracts after a Bid Protest **(Pitts)**

EXECUTIVE SESSION

[25-0486](#) 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.: 25-0439

Meeting Date: 6/18/2025

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Library Summer Reading Month.” **(Ivory)**
June 7, 2025

Proclamation recognizing “Rick Ross Car and Bike Show Appreciation Day.” **(Arrington)**
June 7, 2025

Proclamation recognizing “Alysa Story Appreciation Day.” **(Ivory)**
June 8, 2025

Proclamation recognizing “Atlanta Champagne Week.” **(Arrington)**
June 9, 2025

Proclamation recognizing “Big Tigger’s Beltline Bikefest Appreciation Day.” **(Ivory)**
June 14, 2025

Proclamation recognizing “Greg Street Appreciation Day.” **(Arrington)**
June 16, 2025



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0444

Meeting Date: 6/18/2025

Department

Finance

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

Ratification of May 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

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

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 8 (\$3,665,254.06 + \$0 Cash Match)

- Applications Awarded: __1__ (\$687,235.82 + \$19,651.76 Cash Match)

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

- Safety and Justice
- Health and Human Services

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

- Total Applications Submitted/Pending: __25__ (\$117,852,689.69 + \$258,696.59 Cash Match)
- Total Applications Awarded: 12_ (\$2,702,522.24 + \$19,651.76 Cash Match)
- Total Grant Applications Denied: __0__ (\$0 + No Cash Match)

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



FULTON COUNTY FY2025 GRANTS ACTIVITY REPORT May 2025

Presented to:
Fulton County Board of Commissioners
Wednesday, June 18, 2025
Second Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded

May 1, 2025 - May 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 May 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 May 1, 2025 Through May 31, 2025 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	from Grantor
JUSTICE AND SAFETY							
Superior Court	Criminal Justice Coordinating Council	Adult Felony Drug Court	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$405,316.39 to support the Fulton County Superior Court - Adult Felony Drug Court. Funding will support salaries and benefits of clinical and case management staff, drug testing equipment and supplies. The grant requires an in-kind match of \$60,797.00, which will be covered through salaries and benefits of staff time on the grant. The grant period is from July 1, 2025 through June 30, 2026. No County Cash Match	\$ 405,316.39	\$ -	Pending	\$ 372,880.00
Superior Court	Criminal Justice Coordinating Council	Driving Under the Influence/Treatment Court	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$116,593.41 to support the Superior Court- Driving Under the Influence Treatment Court program. Funding will support salaries and benefits of case management staff, drug testing and monitoring equipment, transportation and training costs. The program requires an in-kind match of \$17,489.00, which will be covered through salaries and benefits of staff time on the grant. The grant period is from July 1, 2025 through June 30, 2026. No County Cash Match	\$ 116,593.41	\$ -	Pending	\$ 66,244.00
Superior Court	Criminal Justice Coordinating Council	Behavioral Health Treatment Court	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$347,711.23 to support the Superior Court - Behavioral Health Treatment Court. Funding will support salaries and benefits of clinical and case management staff, drug testing equipment and supplies. There is a required in-kind match of \$52,157.00, which will be covered through salaries and benefits of staff time on the grant. The grant period is from July 1, 2025 through June 30, 2026. No County Cash Match	\$ 347,711.23	\$ -	Pending	\$ 329,758.00
Superior Court	Criminal Justice Coordinating Council	Misdemeanor Mental Health Court	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$33,155.60. Funding will support the Superior Court - Misdemeanor Mental Health Court by funding clinical and case management, drug testing equipment and supplies. There is a required in-kind match of \$4,973.00, which will be covered through salary and benefits of staff time on the grant. The grant period is from July 1, 2025 through June 30, 2026. No County Cash Match	\$ 33,155.60	\$ -	Pending	\$ 25,976.00
Superior Court	Criminal Justice Coordinating Council	Veterans Court	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$280,924.43 to support the Superior Court - Veterans Court by funding clinical and case management, drug testing equipment and supplies. There is a required in-kind match of \$42,139.00, which will be covered through salaries and benefits of staff time on the grant. The grant period is from July 1, 2025 through June 30, 2026. No County Cash Match	\$ 280,924.43	\$ -	Pending	\$ 255,588.00
Subtotal:				\$ 1,183,701.06	\$ -		
HEALTH AND HUMAN SERVICES							
Senior Services	Georgia Department of Human Services (DHS)	DHS Grant	Request approval to accept a repeat grant from the Georgia Department of Human Services in the amount of \$687,235.82 to provide transportation services to eligible Fulton County residents aged 60 and above and referrals from Behavioral Health Services include transportation for Neighborhood Senior Centers, Behavioral Health Training Centers and monthly group trips. There is a required match of \$19,651.76, which is within the Department FY25 budget. The grant period is from July 1, 2025 through June 30, 2026. County Cash Match: \$19,651.76	\$ 687,235.82	\$ 19,651.76	Awarded	\$ 711,248.27

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY**Fulton County FY2025 May 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 May 1, 2025 Through May 31, 2025 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	from Grantor
Select Fulton	Technical College System of Georgia	Title I Youth	Request approval to apply and accept a repeat grant from the Technical College System of Georgia in the amount of \$558,528.00 to provide employment and training services that address individuals ages 16-24 including high school dropouts, low income, at-risk, pregnant, juvenile, disable and youth with barriers to education and employment. Funding will support moving clients into post-secondary educational pipelines and career pathways to prepare more workers to enter into and advance in good jobs in the high growth and emerging occupations of the global economy. The grant period is from April 1, 2025 through June 30, 2027.				
			No County Cash Match	\$ 558,528.00	\$ -	Pending	\$ 553,820.00
Select Fulton	Technical College System of Georgia	Title I Dislocated Worker	Request approval to apply and accept a repeat grant from the Technical College System of Georgia in the amount of \$1,469,955.00 to provide workforce preparation and career development services to Fulton County Citizens with emphasis on dislocated workers. The program also helps employers find the skilled workers they need. Funding also provides employment and training services that address individuals in need of training, retraining and skill upgrades. This includes moving workers into post-secondary educational pipelines and career pathways to prepare more workers to enter into and advance in good jobs in the high growth and emerging occupations of the global economy. The grant period is from July 1, 2025 through June 30, 2027.				
			No County Cash Match	\$ 1,469,955.00	\$ -	Pending	\$ 1,736,232.00
Select Fulton	Technical College System of Georgia	Title I Adult	Request approval to apply and accept a repeat grant from the Technical College System of Georgia in the amount of \$453,070.00 to provide individualized career services and training services, and give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. This includes enabling workers to obtain good jobs by providing them with job search assistance and training opportunities. The grant period is from July 1, 2025 through June 30, 2027.				
			No County Cash Match	\$ 453,070.00	\$ -	Pending	\$ 446,403.00
			Subtotal:	\$ 3,168,788.82	\$ 19,651.76		
ARTS AND LIBRARIES							
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	\$ 4,352,489.88	\$ 19,651.76		



Exhibit 2: All Grants Activity

Cumulative Through May 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 May 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: 5/1/2025-5/31/2025	Current Period Funds: 5/1/2025-5/31/2025	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	17	\$ 114,187,435.63	8	\$ 3,665,254.06	25	\$ 117,852,689.69
Grants Awarded	11	\$ 2,015,286.42	1	\$ 687,235.82	12	\$ 2,702,522.24
Grants Denied	0	\$ -	0	\$ -	0	\$ -
Cash Match Requested-2025	-	\$ 258,696.59	-	\$ 19,651.76	-	\$ 278,348.35
Total:	28	\$ 116,461,418.64	9	\$ 4,372,141.64	37	\$ 120,833,560.28

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 5/1/2025-5/31/2025	Current Period Funds: 5/1/2025-5/31/2025	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	2	\$ 1,000,000.00	0	\$ -	2	\$ 1,000,000.00
Renewal/Repeat Grant Awards	9	\$ 1,015,286.42	1	\$ 687,235.82	10	\$ 1,702,522.24
Total:	11	\$ 2,015,286.42	1	\$ 687,235.82	12	\$ 2,702,522.24

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 5/1/2025-5/31/2025	Current Period Funds: 5/1/2025-5/31/2025	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards*	2	\$ 3,259.50	0	\$ -	2	\$ 3,259.50
Formula Grant Awards^^	9	\$ 2,012,026.92	1	\$ 687,235.82	10	\$ 2,699,262.74
Total:	11	\$ 2,015,286.42	1	\$ 687,235.82	12	\$ 2,702,522.24

^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.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0445

Meeting Date: 6/18/2025

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 amount 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)*

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

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 March 31, 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 03-31-2025 and had a borrowing position from the County's general fund.

Agenda Item No.: 25-0445

Meeting Date: 6/18/2025

Scope of Work: NA

Community Impact: NA

Department Recommendation: NA

Project Implications: NA

Community Issues/Concerns: NA

Department Issues/Concerns: NA

INTEROFFICE MEMORANDUM



TO: Board of Commissioners
THROUGH: Dick Anderson, County Manager
Sharon Whitmore, CFO
FROM: Hakeem Oshikoya, Finance Director
DATE: May 12, 2025
SUBJECT: Intra Fund Borrowings

The General Fund had no Intra Fund Borrowings outstanding with any other County Fund as of March 31, 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 3/31/2025 and had a borrowing position from the County's General Fund.

03-31-2025 Negative Cash Positions	
Contractual Services Animal Control #312*	(533,658.39)
Atl/Fulton Water Resource Comm #431*	(1,694,923.59)
Total intra-fund borrowings from General Fund & other funds	(2,228,581.98)

*These funds are pending routine reimbursements.

Hakeem Oshikoya
Finance Director



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0446

Meeting Date: 6/18/2025

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 Toll Southeast LP Company, Inc. for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 0 Kimball Bridge Road, Alpharetta, Georgia 30022.

Requirement for Board Action)

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: Toll Southeast LP Company, Inc. the owner of the real property located at 0 Kimball

Bridge Road, Alpharetta, Georgia 30022, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing water line easement area.

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

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

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's water line easement as referenced and recorded in Deed Book 68574, Page 316.

At the request of Toll Southeast LP Company, Inc., the Department of Public Works completed an on-site assessment of the area, which is approximately 885 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

Cross Reference

Deed/Plat Book _____, Page ____
Deed Book _____, Page ____

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT made this _____ day of _____ 20____, between Toll Southeast LP Company, Inc.
_____ a property owner within Fulton County, Georgia, his successors, affiliates and assigns,
as Indemnitor ("Owner"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of
Georgia ("County").

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

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known
as 0 Kimball Bridge Road, _____ Alpharetta, GA 30022, 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.

2.

Previously, Fulton County was granted a water meter easement, as referenced in and recorded at
Deed Book _____, Page _____ of Fulton County, Georgia records, and hereby grants Owner a
License to enter within portions of its water meter 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 the 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 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, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

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: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA. 30303

OWNER: Toll Southeast LP Company, Inc.
1140 VIRGINIA DRIVE,
FORT WASHINGTON, PA 19034

Re: 1 District 1 Section, Land Lot(s) 93

Parcel Number: 11 027000930073

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

OWNER Toll Southeast LP Company, Inc.

[Signature]
Unofficial Witness

[Signature]

Signature (Authorized Party to Bind Owner
Entity)

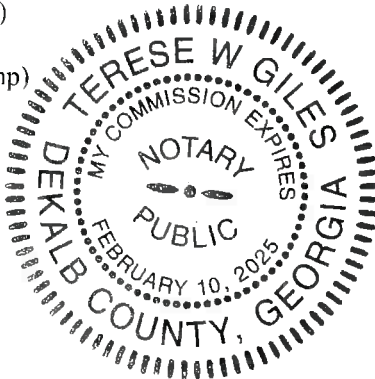
Terese W. Giles
Notary Public
My Commission Expires: 2/10/25

Adam Gerico VP

Signatory's Name and Title (printed)

(Notary Seal)

(Notary Stamp)



Owner's Address: _____

1140 VIRGINIA DRIVE,

FORT WASHINGTON, PA 19034

Attest:

FULTON COUNTY, GEORGIA

Clerk of Commission

By: _____
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

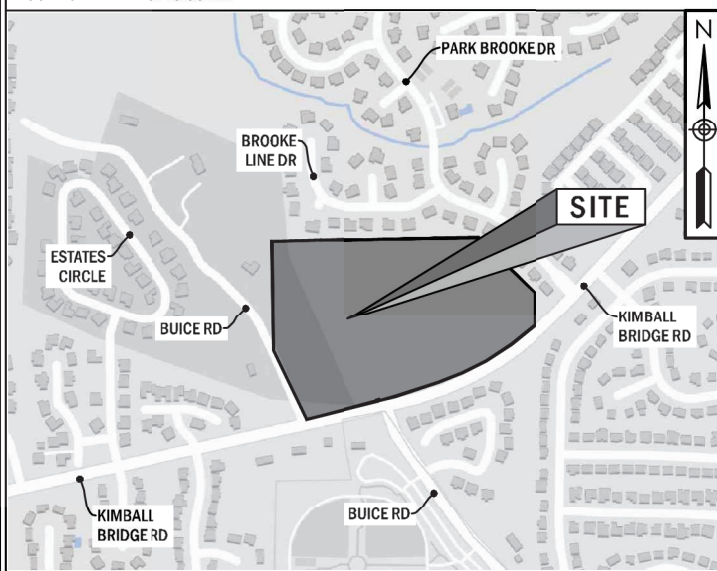
APPROVED AS TO FORM:

David E. Clark, Director
Department of Public Works

Y. Soo Jo, County Attorney

Exhibit "A"

LOCATION MAP - NOT TO SCALE



OWNER / DEVELOPER

TOLL SOUTHEAST LP COMPANY, INC
4080 MCGINNIS FERRY ROAD
ALPHARETTA, GA 30005
PHONE: 678.699.1403
CONTACT: J.R. CROWE
EMAIL: JCROWE1@TOLLBROTHERS.COM

CONTRACTOR

A.L. GRADING CONTRACTORS
110 PEACHTREE INDUSTRIAL BLVD
SUGAR HILL, GA 30518
PHONE: 770.945.5059
CONTACTS: BLAKE WOOD / DAVID ARMENTA
EMAILS: BLAKE@ALGC.NET / DAVID@ALGC.NET

ENGINEER

McFARLAND-DYER & ASSOCIATES, INC.
4174 SILVER PEAK PARKWAY
SUWANEE, GA 30024
PHONE: 770.932.6550
CONTACT: JOHN E. NAGY
EMAIL: JNAGY@BOWMAN.COM

SURVEYOR

MAXWELL-REDDICK AND ASSOCIATES, INC
NORTHWINDS III
2500 NORTHWINDS PKWY, SUITE 360
ALPHARETTA, GA 30009
PHONE: 404.693.1618
CONTACT: DENVER YOUNGBLOOD
EMAIL: DYOUNGBLOOD@MAXRED.COM

EASEMENT NOTE

20' WATER LINE EASEMENT IS CENTERED ON WATER MAIN (10' EACH SIDE). BEARINGS ON THE WATER MAIN ARE THE SAME AS THE EASEMENT LINES. WATER LINE EASEMENT ALSO ENCOMPASSES THE LONG SIDE SERVICE METERS AND ARE 5 FEET TO EACH SIDE OF THE SERVICE LINE

SITE DATA

ADDRESS 4030 KIMBALL BRIDGE ROAD
ALPHARETTA, GA 30005

TAX PARCEL ID # 11 027000930073
CITY OF ALPHARETTA LDP # D220033
CITY OF ALPHARETTA FINAL PLAT CASE # FP240003

ENCROACHMENT TABLE

STORMWATER PIPE - 599 LF
SANITARY SEWER PIPE - 286 LF

AREA NOTE

20' WATER LINE EASEMENT
HAS A TOTAL OF 69,328.49
SQUARE FEET (1.591 ACRES)

CURVE TABLE

CURVE	BEARING	RADIUS	ARC	CHORD
C1	S 87°20'44"W	180.50'	33.62'	33.57'
C2	S 82°38'35"W	126.00'	43.01'	42.80'
C3	S 48°53'22"W	11.06'	8.46'	8.25'
C4	N 64°34'39"W	67.41'	233.43'	133.10'
C5	N 01°41'48"E	11.06'	8.38'	8.19'
C6	N 32°39'56"E	230.50'	460.84'	387.83'
C7	S 60°30'14"E	180.50'	186.22'	178.07'
C8	S 62°56'28"W	1289.50'	97.91'	97.89'
C9	S 69°31'24"W	1289.50'	158.28'	158.18'
C10	S 87°41'49"W	160.50'	27.93'	27.89'
C11	S 82°43'31"W	146.25'	49.65'	49.41'
C12	S 47°36'48"W	31.06'	27.15'	26.29'
C13	N 64°40'32"W	47.42'	166.76'	93.17'
C14	N 03°15'57"E	31.06'	27.25'	26.39'
C15	N 22°18'44"W	210.50'	16.88'	16.88'
C16	N 37°56'30"E	210.50'	382.08'	331.75'
C17	S 58°46'45"E	160.50'	155.89'	149.84'
C18	S 62°56'46"W	1269.50'	96.16'	96.14'
C19	S 69°04'41"W	1269.50'	175.56'	175.42'

10/31/24

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 75°25'01"E	203.12'
L2	N 77°47'10"E	172.04'
L3	N 32°02'52"E	13.96'
L4	N 76°42'29"E	4.14'
L5	N 13°36'34"W	141.66'
L6	N 87°18'47"W	87.79'
L7	N 24°36'35"W	191.48'
L8	N 89°56'27"E	447.30'
L9	S 30°51'43"E	227.57'
L10	N 57°58'41"E	122.77'
L11	N 38°53'24"E	8.97'
L12	N 51°06'36"W	60.82'
L13	N 59°48'22"E	18.97'
L14	S 51°06'36"E	54.05'
L15	N 38°55'45"E	32.44'
L16	S 51°03'57"E	20.00'
L17	S 38°56'03"W	29.44'
L18	S 51°06'36"E	14.74'
L19	S 04°58'17"W	17.91'
L20	N 51°06'36"W	24.73'
L21	S 38°53'24"W	18.18'
L22	S 57°58'41"W	95.83'
L23	S 32°38'55"E	36.58'
L24	S 56°35'20"W	10.00'
L25	N 32°38'55"W	36.83'
L26	S 57°58'41"W	12.51'
L27	S 32°38'55"E	37.02'
L28	S 57°33'44"W	10.00'
L29	N 32°38'55"W	37.10'
L30	S 58°46'10"W	66.94'
L31	S 24°39'42"E	36.50'
L32	S 65°33'42"W	20.33'
L33	N 24°12'55"W	36.50'
L34	S 73°02'24"W	15.69'
L35	S 16°57'36"E	36.50'
L36	S 73°02'24"W	19.85'
L37	N 16°57'36"W	36.50'
L38	S 73°03'02"W	131.26'
L39	S 75°51'21"W	17.75'
L40	S 14°10'52"E	35.20'
L41	S 75°49'06"W	10.00'
L42	N 14°10'52"W	35.21'
L43	S 75°51'21"W	61.98'

LINE TABLE

LINE	BEARING	DISTANCE
L44	S 13°36'34"E	181.61'
L45	S 76°42'29"W	20.00'
L46	N 13°36'34"W	20.11'
L47	N 87°18'47"W	87.78'
L48	N 24°36'35"W	93.37'
L49	N 65°23'25"E	36.50'
L50	N 24°36'35"W	10.00'
L51	S 65°23'25"W	36.50'
L52	N 24°36'35"W	88.71'
L53	N 71°33'12"E	36.52'
L54	N 17°03'26"W	19.95'
L55	S 74°34'54"W	36.51'
L56	N 89°56'27"E	18.61'
L57	S 00°03'33"E	36.50'
L58	N 89°56'27"E	19.53'
L59	N 00°03'33"W	36.50'
L60	N 89°56'27"E	194.06'
L61	S 00°03'33"E	36.50'
L62	N 89°56'27"E	20.39'
L63	N 00°03'33"W	36.50'
L64	N 89°56'27"E	177.89'
L65	S 00°03'33"E	36.50'
L66	N 89°56'27"E	21.34'
L67	N 08°01'15"E	36.57'
L68	S 30°51'43"E	227.75'
L69	S 58°48'57"W	48.41'
L70	S 73°02'24"W	165.82'
L71	S 75°51'21"W	89.66'
L72	N 13°29'54"W	55.55'
L73	N 11°35'31"W	86.93'
L74	N 78°24'29"E	58.46'
L75	N 60°03'42"W	22.54'
L76	S 78°24'29"W	41.59'
L77	N 11°35'31"W	14.66'
L78	S 78°24'29"W	20.00'
L79	S 11°35'31"E	31.30'
L80	S 78°24'29"W	21.38'
L81	S 15°49'17"W	18.34'
L82	N 78°24'33"E	29.82'
L83	S 11°35'31"E	69.33'
L84	S 13°29'58"E	55.92'
L85	S 13°46'22"E	39.69'

SHEET 1 OF 7

WATER LINE EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
PREPARED FOR

**TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY**
LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA

DRAWN BY: JTD

DATE: 10-17-2024

JOB NO.: 2023-180

SCALE: N/A

CERTIFICATE OF
AUTHORIZATION # LSF000953MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING • LAND SURVEYING

40 JOE KENNEDY BLVD
STATESBORO, GA 30458
(912) 489-7112 OFFICE

2500 NORTHWINDS PKWY
SUITE 360
ALPHARETTA, GA 30009
(404) 693-1618 OFFICE

MAXWELL-REDDICK
AND ASSOCIATES
a Pope-Dawson Company

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LEGAL DESCRIPTION - HAWTHORN SUBDIVISION - 20' WATER LINE EASEMENT

ALL THAT CERTAIN AREA OF LAND LYING AND BEING IN LAND LOT 93 OF THE 1ST LAND DISTRICT, 1ST SECTION OF FULTON COUNTY, CITY OF ALPHARETTA, GEORGIA, CONTAINING 69,328.49 SQUARE FEET (1.591 AC) AND BEING MORE PARTICULARLY DESCRIBED AS "20' WATER LINE EASEMENT" ON A WATER LINE EASEMENT EXHIBIT FOR HAWTHORN SUBDIVISION, PREPARED FOR TOLL SOUTHEAST LP COMPANY, INC. AND FULTON COUNTY, PREPARED BY MAXWELL-REDDICK AND ASSOCIATES, DATED 10-17-24 WHICH READS AS FOLLOWS:

COMMENCING AT A CAPPED REBAR SET (CRBS) LOCATED AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY OF BUICE ROAD (R/W VARIES) AND THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES); THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 75°25'01" EAST A DISTANCE OF 203.12' TO A POINT; THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 77°47'10" EAST A DISTANCE OF 172.04' TO A CAPPED REBAR SET (CRBS); THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 32°02'52" EAST A DISTANCE OF 13.96' TO A CAPPED REBAR SET (CRBS); THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 76°42'29" EAST A DISTANCE OF 4.14' TO A POINT, WHICH IS THE POINT OF BEGINNING.

BEGINNING AT A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES); THENCE LEAVING THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 13°36'34" WEST A DISTANCE OF 141.66' TO A POINT; THENCE SOUTH 87°20'44" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=33.62', RADIUS=180.50') WHICH SUBTENDS A CHORD DISTANCE OF 33.57' TO A POINT; THENCE NORTH 87°18'47" WEST A DISTANCE OF 87.79' TO A POINT; THENCE SOUTH 82°38'35" WEST COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=43.01', RADIUS=126.00') WHICH SUBTENDS A CHORD DISTANCE OF 42.80' TO A POINT; THENCE SOUTH 48°53'22" WEST COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=8.46', RADIUS=11.06') WHICH SUBTENDS A CHORD DISTANCE OF 8.25' TO A POINT; THENCE NORTH 64°34'39" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=233.43', RADIUS=67.41') WHICH SUBTENDS A CHORD DISTANCE OF 133.10' TO A POINT; THENCE NORTH 01°41'48" EAST COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=8.38', RADIUS=11.06') WHICH SUBTENDS A CHORD DISTANCE OF 8.19' TO A POINT; THENCE NORTH 24°36'35" WEST A DISTANCE OF 191.48' TO A POINT; THENCE NORTH 32°39'56" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=460.84', RADIUS=230.50') WHICH SUBTENDS A CHORD DISTANCE OF 387.83' TO A POINT; THENCE NORTH 89°56'27" EAST A DISTANCE OF 447.30' TO A POINT; THENCE SOUTH 60°30'14" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=186.22', RADIUS=180.50') WHICH SUBTENDS A CHORD DISTANCE OF 178.07' TO A POINT; THENCE SOUTH 30°51'43" EAST A DISTANCE OF 227.57' TO A POINT; THENCE NORTH 57°58'41" EAST A DISTANCE OF 122.77' TO A POINT; THENCE NORTH 38°53'24" EAST A DISTANCE OF 8.97' TO A POINT; THENCE NORTH 51°06'36" WEST A DISTANCE OF 60.82' TO A POINT; THENCE NORTH 59°48'22" EAST A DISTANCE OF 18.97' TO A POINT; THENCE SOUTH 51°06'36" EAST A DISTANCE OF 54.05' TO A POINT; THENCE NORTH 38°55'45" EAST A DISTANCE OF 32.44' TO A POINT; THENCE SOUTH 51°03'57" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 38°56'03" WEST A DISTANCE OF 29.44' TO A POINT; THENCE SOUTH 51°06'36" EAST A DISTANCE OF 14.74' TO A POINT; THENCE SOUTH 04°58'17" WEST A DISTANCE OF 17.91' TO A POINT; THENCE NORTH 51°06'36" WEST A DISTANCE OF 24.73' TO A POINT; THENCE SOUTH 38°53'24" WEST A DISTANCE OF 18.18' TO A POINT; THENCE SOUTH 57°58'41" WEST A DISTANCE OF 95.83' TO A POINT; THENCE SOUTH 32°38'55" EAST A DISTANCE OF 36.58' TO A POINT; THENCE SOUTH 56°35'20" WEST A DISTANCE OF 10.00' TO A POINT; THENCE NORTH 32°38'55" WEST A DISTANCE OF 36.83' TO A POINT; THENCE SOUTH 57°58'41" WEST A DISTANCE OF 12.51' TO A POINT; THENCE SOUTH 32°38'55" EAST A DISTANCE OF 37.02' TO A POINT; THENCE SOUTH 57°33'44" WEST A DISTANCE OF 10.00' TO A POINT; THENCE NORTH 32°38'55" WEST A DISTANCE OF 37.10' TO A POINT; THENCE SOUTH 58°46'10" WEST A DISTANCE OF 66.94' TO A POINT; THENCE SOUTH 62°56'28" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=97.91', RADIUS=1289.50') WHICH SUBTENDS A CHORD DISTANCE OF 97.89' TO A POINT; THENCE SOUTH 24°39'42" EAST A DISTANCE OF 36.50' TO A POINT; THENCE SOUTH 65°33'42" WEST A DISTANCE OF 20.33' TO A POINT; THENCE NORTH 24°12'55" WEST A DISTANCE OF 36.50' TO A POINT; THENCE SOUTH 69°31'24" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=158.28', RADIUS=1289.50') WHICH SUBTENDS A CHORD DISTANCE OF 158.18' TO A POINT; THENCE SOUTH 73°02'24" WEST A DISTANCE OF 15.69' TO A POINT; THENCE SOUTH 16°57'36" EAST A DISTANCE OF 36.50' TO A POINT; THENCE SOUTH 73°03'02" WEST A DISTANCE OF 131.26' TO A POINT; THENCE SOUTH 75°51'21" WEST A DISTANCE OF 17.75' TO A POINT; THENCE SOUTH 14°10'52" EAST A DISTANCE OF 35.20' TO A POINT; THENCE SOUTH 75°49'06" WEST A DISTANCE OF 10.00' TO A POINT; THENCE NORTH 14°10'52" WEST A DISTANCE OF 35.21' TO A POINT; THENCE SOUTH 75°51'21" WEST A DISTANCE OF 61.98' TO A POINT; THENCE SOUTH 13°36'34" EAST A DISTANCE OF 181.61' TO A POINT; THENCE SOUTH 76°42'29" WEST A DISTANCE OF 20.00' TO A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES), WHICH IS THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

COMMENCING AT A CAPPED REBAR SET (CRBS) LOCATED AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY OF BUICE ROAD (R/W VARIES) AND THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES); THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 75°25'01" EAST A DISTANCE OF 203.12' TO A POINT; THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 77°47'10" EAST A DISTANCE OF 172.04' TO A CAPPED REBAR SET (CRBS); THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 32°02'52" EAST A DISTANCE OF 13.96' TO A CAPPED REBAR SET (CRBS); THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 76°42'29" EAST A DISTANCE OF 4.14' TO A POINT; THENCE LEAVING THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 13°36'34" WEST A DISTANCE OF 141.66' TO A POINT; THENCE NORTH 13°36'34" WEST ALONG A TIE LINE A DISTANCE OF 20.11' TO A POINT, WHICH IS THE POINT OF BEGINNING.

BEGINNING AT SAID POINT; THENCE SOUTH 87°41'49" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=27.93', RADIUS=160.50') WHICH SUBTENDS A CHORD DISTANCE OF 27.89'; TO A POINT; THENCE NORTH 87°18'47" WEST A DISTANCE OF 87.78' TO A POINT; THENCE SOUTH 82°43'31" WEST COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=49.65', RADIUS=146.25') WHICH SUBTENDS A CHORD DISTANCE OF 49.41' TO A POINT; THENCE SOUTH 47°36'48" WEST COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=27.15', RADIUS=31.06') WHICH SUBTENDS A CHORD DISTANCE OF 26.29' TO A POINT; THENCE NORTH 64°40'32" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=166.76', RADIUS=47.42') WHICH SUBTENDS A CHORD DISTANCE OF 93.17' TO A POINT; THENCE NORTH 03°15'57" EAST COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=27.25', RADIUS=31.06') WHICH SUBTENDS A CHORD DISTANCE OF 26.39' TO A POINT; THENCE NORTH 24°36'35" WEST A DISTANCE OF 93.37' TO A POINT; THENCE NORTH 65°23'25" EAST A DISTANCE OF 36.50' TO A POINT; THENCE NORTH 24°36'35" WEST A DISTANCE OF 10.00' TO A POINT; THENCE SOUTH 65°23'25" WEST A DISTANCE OF 36.50' TO A POINT; THENCE NORTH 24°36'35" WEST A DISTANCE OF 88.71' TO A POINT; THENCE NORTH 22°18'44" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=16.88', RADIUS=210.50') WHICH SUBTENDS A CHORD DISTANCE OF 16.88' TO A POINT; THENCE NORTH 71°33'12" EAST A DISTANCE OF 36.52' TO A POINT; THENCE NORTH 17°03'26" WEST A DISTANCE OF 19.95' TO A POINT; THENCE SOUTH 74°34'54" WEST A DISTANCE OF 36.51' TO A POINT; THENCE NORTH 37°56'30" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=382.08', RADIUS=210.50') WHICH SUBTENDS A CHORD DISTANCE OF 331.75' TO A POINT; THENCE NORTH 89°56'27" EAST A DISTANCE OF 18.61' TO A POINT; THENCE SOUTH 00°03'33" EAST A DISTANCE OF 36.50' TO A POINT; THENCE NORTH 89°56'27" EAST A DISTANCE OF 19.53' TO A POINT; THENCE NORTH 00°03'33" WEST A DISTANCE OF 36.50' TO A POINT; THENCE NORTH 89°56'27" EAST A DISTANCE OF 194.06' TO A POINT; THENCE SOUTH 00°03'33" EAST A DISTANCE OF 36.50' TO A POINT; THENCE NORTH 89°56'27" EAST A DISTANCE OF 20.39' TO A POINT; THENCE NORTH 00°03'33" WEST A DISTANCE OF 36.50' TO A POINT; THENCE NORTH 89°56'27" EAST A DISTANCE OF 177.89' TO A POINT; THENCE SOUTH 00°03'33" EAST A DISTANCE OF 36.50' TO A POINT; THENCE NORTH 89°56'27" EAST A DISTANCE OF 21.34' TO A POINT; THENCE NORTH 08°01'15" EAST A DISTANCE OF 36.57' TO A POINT; THENCE SOUTH 58°46'45" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=155.89', RADIUS=160.50') WHICH SUBTENDS A CHORD DISTANCE OF 149.84' TO A POINT; THENCE SOUTH 30°51'43" EAST A DISTANCE OF 227.75' TO A POINT; THENCE SOUTH 58°48'57" WEST A DISTANCE OF 48.41' TO A POINT; THENCE SOUTH 62°56'46" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=96.16', RADIUS=1269.50') WHICH SUBTENDS A CHORD DISTANCE OF 96.14' TO A POINT; THENCE SOUTH 69°04'41" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=175.56', RADIUS=1269.50') WHICH SUBTENDS A CHORD DISTANCE OF 175.42' TO A POINT; THENCE SOUTH 73°02'24" WEST A DISTANCE OF 165.82' TO A POINT; THENCE SOUTH 75°51'21" WEST A DISTANCE OF 89.66' TO A POINT; THENCE NORTH 13°29'54" WEST A DISTANCE OF 55.55' TO A POINT; THENCE NORTH 11°35'31" WEST A DISTANCE OF 86.93' TO A POINT; THENCE NORTH 78°24'29" EAST A DISTANCE OF 58.46' TO A POINT; THENCE NORTH 60°03'42" WEST A DISTANCE OF 22.54' TO A POINT; THENCE SOUTH 78°24'29" WEST A DISTANCE OF 41.59' TO A POINT; THENCE NORTH 11°35'31" WEST A DISTANCE OF 14.66' TO A POINT; THENCE SOUTH 78°24'29" WEST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 11°35'31" EAST A DISTANCE OF 31.30' TO A POINT; THENCE SOUTH 78°24'29" WEST A DISTANCE OF 21.38' TO A POINT; THENCE SOUTH 15°49'17" WEST A DISTANCE OF 18.34' TO A POINT; THENCE NORTH 78°24'33" EAST A DISTANCE OF 29.82' TO A POINT; THENCE SOUTH 11°35'31" EAST A DISTANCE OF 69.33' TO A POINT; THENCE SOUTH 13°29'58" EAST A DISTANCE OF 55.92' TO A POINT; THENCE SOUTH 13°46'22" EAST A DISTANCE OF 39.69' TO A POINT, WHICH IS THE POINT OF BEGINNING.



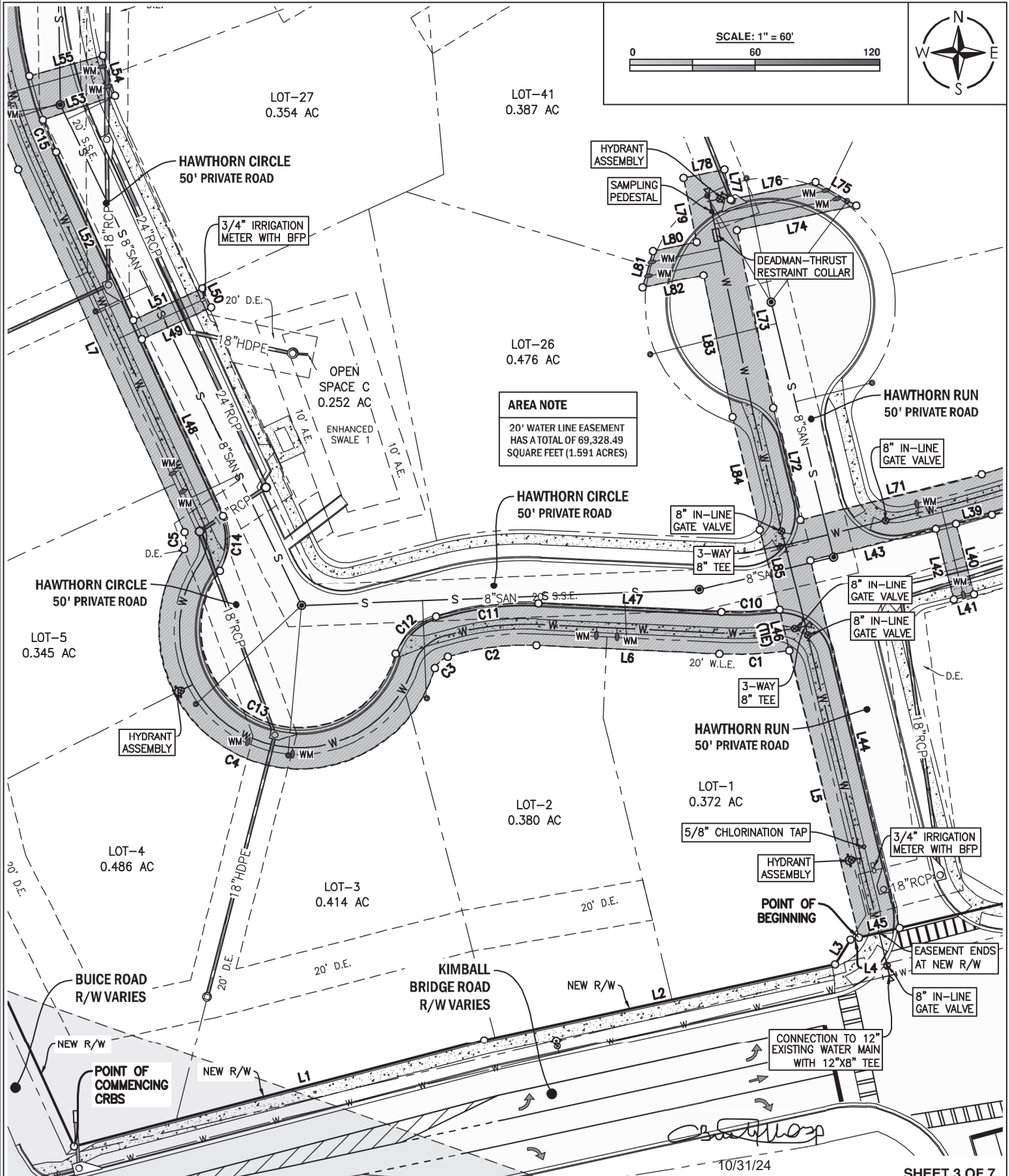
MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING • LAND SURVEYING

40 JOE KENNEDY BLVD
STATESBORO, GA 30458
(912) 489-7112 OFFICE

2500 NORTHWINDS PKWY
SUITE 360
ALPHARETTA, GA 30009
(404) 693-1618 OFFICE

DRAWN BY: JTD
DATE: 10-17-2024
JOB NO.: 2023-180
SCALE: N/A

WATER LINE EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY
LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA



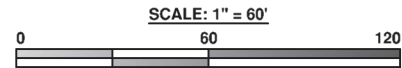
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JOB NO.: 2023-180
SCALE: 1" = 60'

WATER LINE EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
 PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY
 LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTIC
 CITY OF ALPHARETTA, FULTON COUNTY, GA



EXISTING SANITARY AND
DRAINAGE EASEMENT AS
PER P.B. 181, PG. 131

S.S.E.
WIDTH
VARIES

20' D.E.

8" SAN
20' D.E./S.S.E.

20' D.E.

OPEN
SPACE A
1.128 AC

12" PVC

DETENTION
AND WATER
QUALITY POND 1

20' COMBINED SANITARY
SEWER AND BMP POND
ACCESS EASEMENT

RETAINING
WALLS

LOT-10
0.365 AC

LOT-11
0.349 AC

HAWTHORN CIRCLE
50' PRIVATE ROAD

20' W.L.E.

8" SAN
20' S.S.E.

AREA NOTE

20' WATER LINE EASEMENT
HAS A TOTAL OF 69,328.49
SQUARE FEET (1.591 ACRES)

LOT-9
0.415 AC

HAWTHORN CIRCLE
50' PRIVATE ROAD

LOT-29
0.345 AC

LOT-30
0.348 AC

LOT-28
0.394 AC

LOT-8
0.368 AC

LOT-27
0.354 AC

10/31/24

LOT-41
0.387 AC

LOT-
0.364

SHEET 4 OF 7



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DATE: 10-17-2024

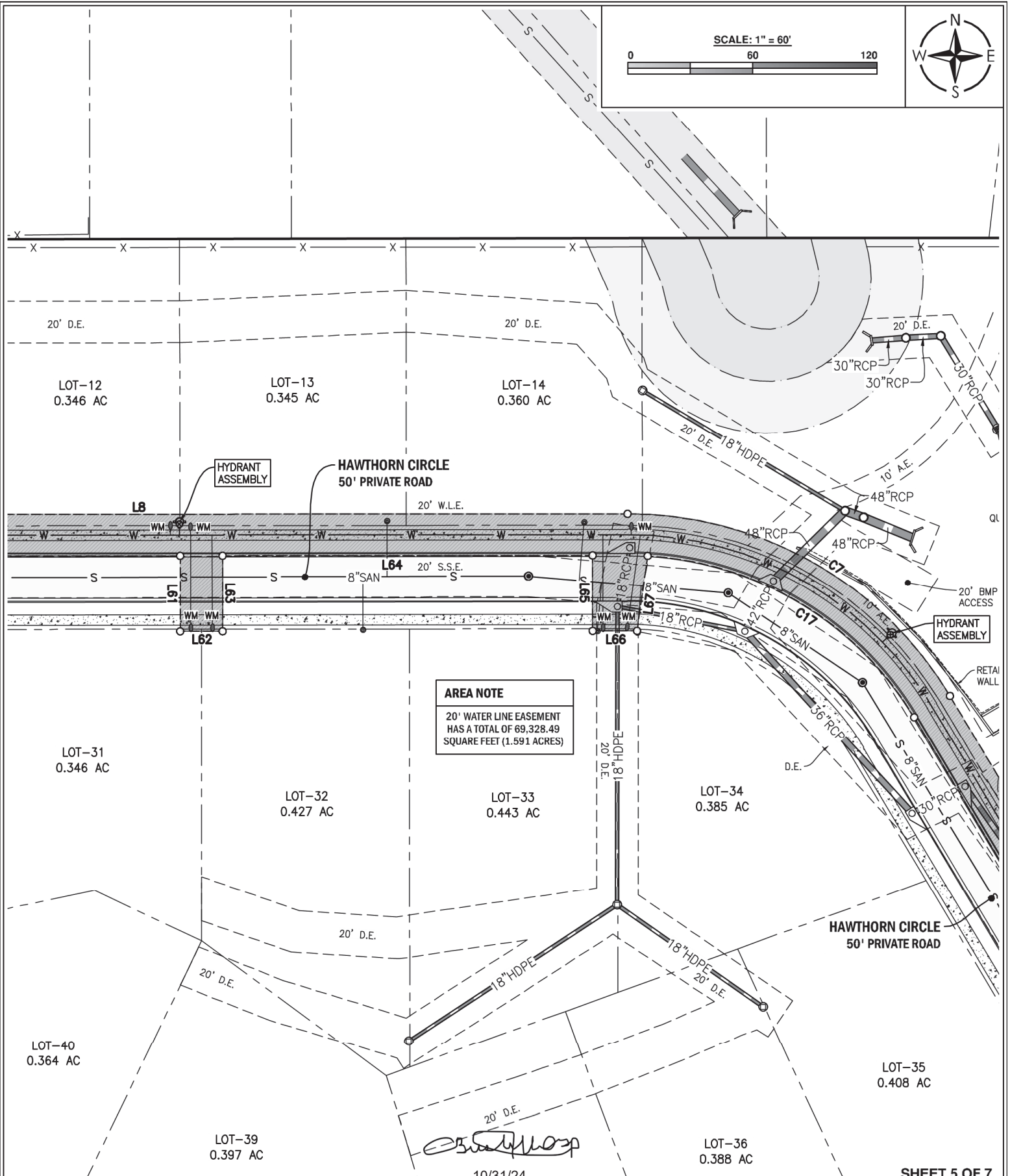
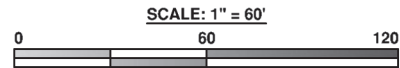
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SCALE: 1" = 60'

WATER LINE EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
PREPARED FOR

**TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY**

LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA



AREA NOTE

20' WATER LINE EASEMENT
HAS A TOTAL OF 69,328.49
SQUARE FEET (1.591 ACRES)



MAXWELL-REDDICK AND ASSOCIATES
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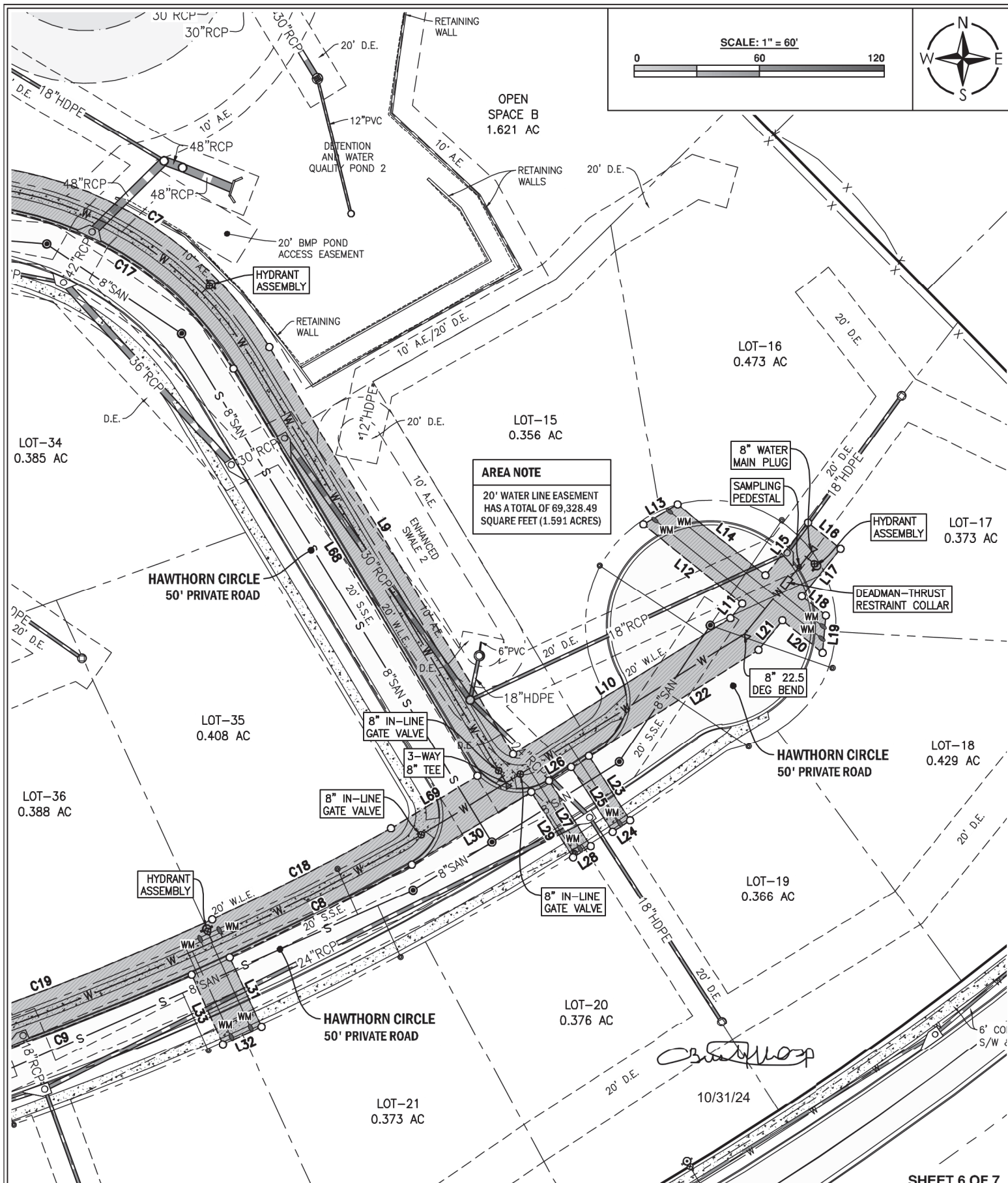
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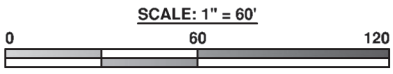
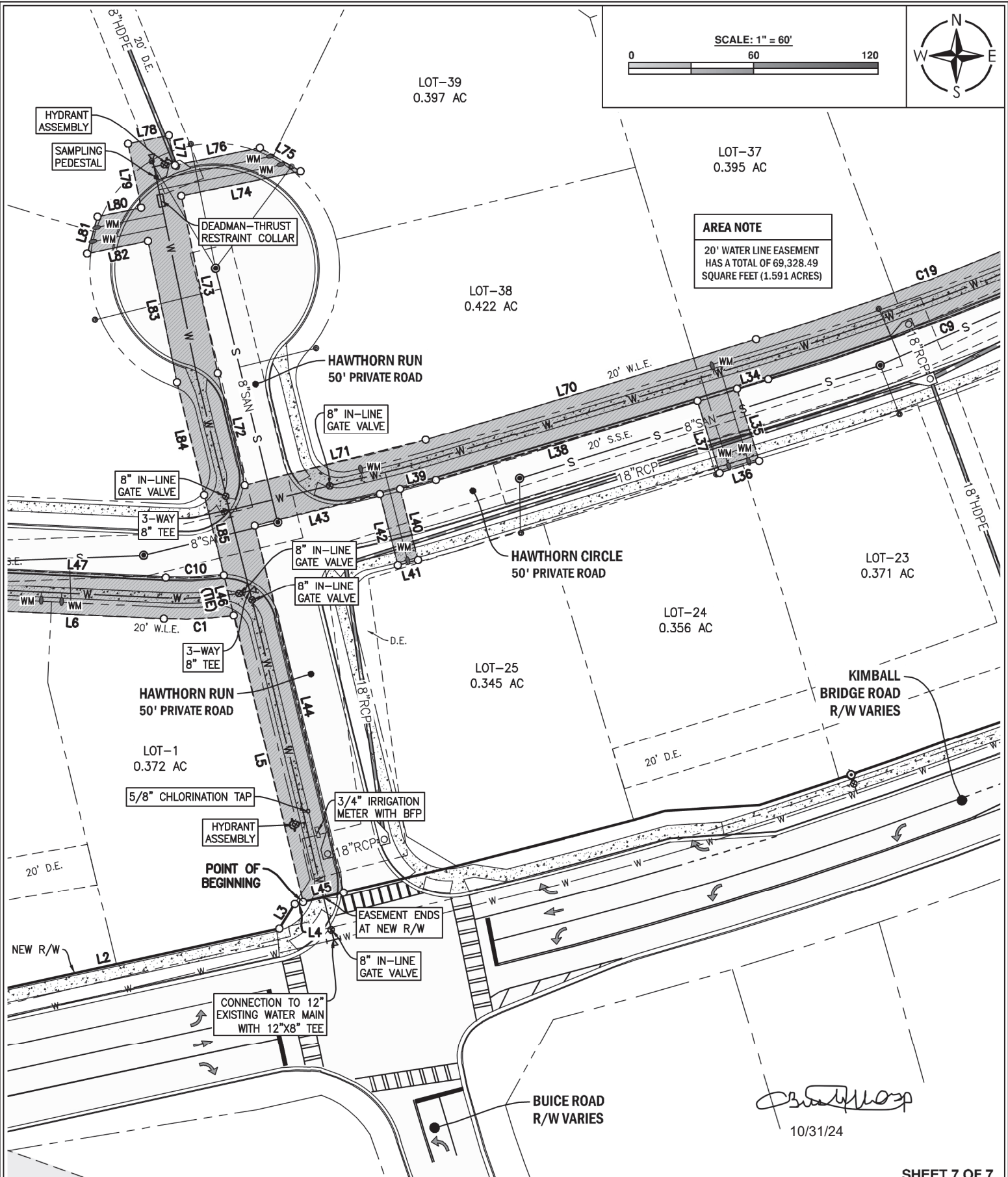
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**WATER LINE EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY**

LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA





AREA NOTE
 20' WATER LINE EASEMENT
 HAS A TOTAL OF 69,328.49
 SQUARE FEET (1.591 ACRES)

SHEET 7 OF 7



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**WATER LINE EASEMENT EXHIBIT
 FOR HAWTHORN SUBDIVISION
 PREPARED FOR
 TOLL SOUTHEAST LP COMPANY, INC
 AND FULTON COUNTY**

LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTION
 CITY OF ALPHARETTA, FULTON COUNTY, GA



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0447

Meeting Date: 6/18/2025

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 Toll Southeast LP Company, Inc., for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 0 Kimball Bridge Road, Alpharetta, Georgia 30022.

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: Toll Southeast LP Company, Inc., the owner of the real property located at 0 Kimball

Bridge Road, Alpharetta, Georgia 30022, 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 applicable laws, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

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

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer easement as referenced and recorded in Deed Book 68574, Page 306.

At the request of Toll Southeast LP Company, Inc., the Department of Public Works completed an on-site assessment of the area, which is approximately 586 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: Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner the conditional approval to install stormwater improvements to remain within the County's sewer line 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 on-site sanitary sewer line will result in allowing stormwater infrastructure to remain within a portion of the 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

Cross Reference

Deed/Plat Book 66671, Page 242
Deed Book 68574, Page 306

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between Toll Southeast LP Company, Inc. as citizen 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:

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as 0 Kimball Bridge Road, _____ Alpharetta, GA 30022 (enter address), and as more fully described in that certain conveyance recorded in Deed Book 66671, Page 242 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.

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 68574, Page 306 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: Toll Southeast LP Company, Inc.
1140 VIRGINIA DRIVE,
FORT WASHINGTON, PA 19034

District 1, Section 1, Land Lot(s) 93

Parcel Number: 11 027000930073

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

Signatures:

OWNER Toll Southeast LP Company, Inc.

Signed sealed and delivered in the presence of

[Signature]
Unofficial Witness

Terese W. Giles
Notary Public
My Commission Expires: 2/10/25

(Notary Seal)

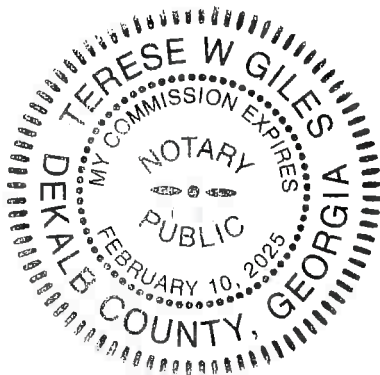
[Signature]
Signature (Authorized Party to Bind Owner
Entity)

Adam Guercio VP
Signatory's Name and Title (printed)

Owner's Address: _____

1140 VIRGINIA DRIVE,

FORT WASHINGTON, PA 19034



[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]

ATTEST:

APPROVED AS TO FORM:

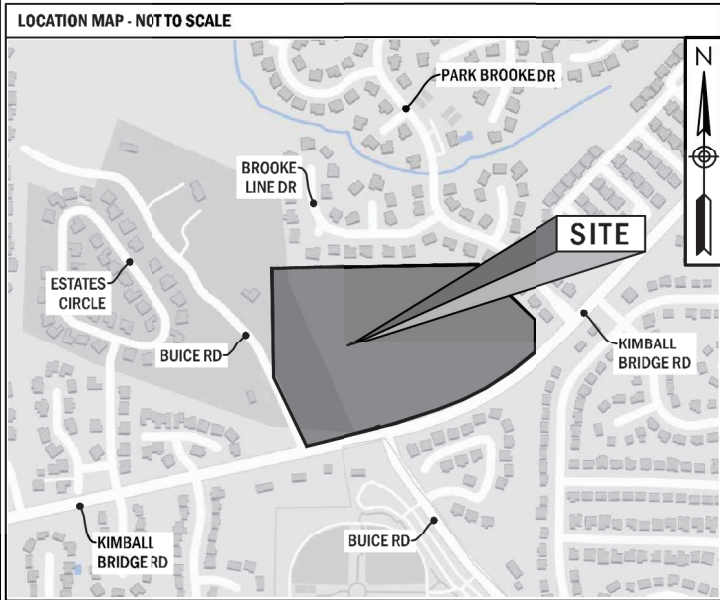
Y. Soo Jo, County Attorney

Tonya R. Grier
Clerk to the Commission


APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

Exhibit "A"



ENCROACHMENT TABLE		AREA NOTE	EASEMENT NOTE
STORMWATER PIPE - WATER PIPE -	456 LF 130 LF	20' SANITARY SEWER EASEMENT HAS A TOTAL OF 56,215.27 SQUARE FEET (1.291 ACRES)	20' SANITARY SEWER EASEMENT IS CENTERED ON SEWER MAIN (10' EACH SIDE). BEARINGS ON THE SEWER MAIN ARE THE SAME AS THE EASEMENT LINES.


10/31/24

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°55'21"E	112.82'
L2	N 89°55'21"E	27.02'
L3	S 00°19'34"E	11.41'
L4	N 89°40'26"E	121.99'
L5	S 00°03'33"E	151.71'
L6	S 14°19'51"E	11.29'
L7	N 79°21'38"E	110.45'
L8	N 89°50'27"E	375.51'
L9	S 85°07'49"E	99.41'
L10	S 56°18'25"E	82.36'
L11	S 31°21'37"E	277.62'
L12	N 57°55'11"E	59.77'
L13	N 33°39'32"E	86.41'
L14	S 56°20'28"E	20.00'
L15	S 33°39'32"W	90.71'
L16	S 57°55'11"W	74.25'
L17	S 58°31'00"W	44.92'
L18	S 66°00'16"W	220.67'
L19	S 72°31'19"W	192.06'
L20	N 17°28'41"W	20.00'
L21	N 72°31'19"E	190.92'
L22	N 66°00'16"E	218.22'
L23	N 58°31'00"E	33.59'
L24	N 31°21'37"W	273.34'
L25	N 56°18'25"W	72.80'
L26	N 85°07'49"W	93.40'
L27	S 89°50'27"W	372.80'
L28	S 79°21'38"W	115.44'
L29	S 50°42'10"W	80.35'
L30	S 27°56'34"W	68.02'
L31	S 00°55'19"E	120.10'
L32	S 25°39'46"E	258.15'
L33	N 87°44'53"E	183.15'
L34	N 76°09'17"E	55.34'
L35	N 13°44'10"W	125.95'
L36	N 76°15'50"E	20.00'
L37	S 13°44'10"E	145.91'
L38	S 76°09'17"W	77.33'
L39	S 87°44'53"W	198.31'
L40	N 25°39'46"W	275.68'
L41	N 00°55'19"W	129.64'
L42	N 27°56'34"E	77.20'
L43	N 50°42'10"E	80.56'
L44	N 14°19'51"W	16.79'
L45	N 00°03'33"W	134.12'
L46	S 89°40'26"W	128.91'
L47	N 00°19'39"W	31.53'

OWNER / DEVELOPER

TOLL SOUTHEAST LP COMPANY, INC
4080 MCGINNIS FERRY ROAD
ALPHARETTA, GA 30005
PHONE: 678.699.1403
CONTACT: J.R. CROWE
EMAIL: JCROWE1@TOLLBROTHERS.COM

CONTRACTOR

A.L. GRADING CONTRACTORS
110 PEACHTREE INDUSTRIAL BLVD
SUGAR HILL, GA 30518
PHONE: 770.945.5059
CONTACTS: BLAKE WOOD / DAVID ARMENTA
EMAILS: BLAKE@ALGC.NET / DAVID@ALGC.NET

ENGINEER

McFARLAND-DYER & ASSOCIATES, INC.
4174 SILVER PEAK PARKWAY
SUWANEE, GA 30024
PHONE: 770.932.6550
CONTACT: JOHN E. NAGY
EMAIL: JNAGY@BOWMAN.COM

SURVEYOR

MAXWELL-REDDICK AND ASSOCIATES, INC
NORTHWINDS III
2500 NORTHWINDS PKWY, SUITE 360
ALPHARETTA, GA 30009
PHONE: 404.693.1618
CONTACT: DENVER YOUNGBLOOD
EMAIL: DYOUNGBLOOD@MAXRED.COM

CERTIFICATE OF
AUTHORIZATION # LSF000953



SITE DATA

ADDRESS 4030 KIMBALL BRIDGE ROAD
ALPHARETTA, GA 30005

TAX PARCEL ID # 11 027000930073
CITY OF ALPHARETTA LDP # D220033
CITY OF ALPHARETTA FINAL PLAT CASE # FP240003

**MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING • LAND SURVEYING**

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STATESBORO, GA 30458
(912) 489-7112 OFFICE

2500 NORTHWINDS PKWY
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(404) 693-1618 OFFICE

MAXWELL-REDDICK
AND ASSOCIATES
a Pope-Dawson Company

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DRAWN BY: JTD

DATE: 10-17-2024

JOB NO.: 2023-180

SCALE: N/A

**SANITARY SEWER EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION**

PREPARED FOR
**TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY**
LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA

SHEET 1 OF 7

LEGAL DESCRIPTION - HAWTHORN SUBDIVISION - 20' SANITARY SEWER EASEMENT

ALL THAT CERTAIN AREA OF LAND LYING AND BEING IN LAND LOT 93 OF THE 1ST LAND DISTRICT, 1ST SECTION OF FULTON COUNTY, CITY OF ALPHARETTA, GEORGIA, CONTAINING 56,215.27 SQUARE FEET (1.291 AC) AND BEING MORE PARTICULARLY DESCRIBED AS "20' SANITARY SEWER EASEMENT" ON A SANITARY SEWER EASEMENT EXHIBIT FOR HAWTHORN SUBDIVISION, PREPARED FOR TOLL SOUTHEAST LP COMPANY, INC. AND FULTON COUNTY, PREPARED BY MAXWELL-REDDICK AND ASSOCIATES, DATED 10-17-24 WHICH READS AS FOLLOWS:

COMMENCING AT A ONE-INCH OPEN TOP PIPE FOUND (1"OTPF) LOCATED AT THE INTERSECTION OF THE LAND LOT LINES COMMON TO LAND LOTS 80, 81, 92, AND 93; THENCE ALONG THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93 NORTH 89°55'21" EAST A DISTANCE OF 112.82' TO A POINT, WHICH IS THE POINT OF BEGINNING.

BEGINNING AT A POINT LOCATED ON THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93; THENCE CONTINUING ALONG THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93 NORTH 89°55'21" EAST A DISTANCE OF 27.02' TO A POINT; THENCE LEAVING THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93 SOUTH 00°19'34" EAST A DISTANCE OF 11.41' TO A POINT; THENCE NORTH 89°40'26" EAST A DISTANCE OF 121.99' TO A POINT; THENCE SOUTH 00°03'33" EAST A DISTANCE OF 151.71' TO A POINT; THENCE SOUTH 14°19'51" EAST A DISTANCE OF 11.29' TO A POINT; THENCE NORTH 79°21'38" EAST A DISTANCE OF 110.45' TO A POINT; THENCE NORTH 89°50'27" EAST A DISTANCE OF 375.51' TO A POINT; THENCE SOUTH 85°07'49" EAST A DISTANCE OF 99.41' TO A POINT; THENCE SOUTH 56°18'25" EAST A DISTANCE OF 82.36' TO A POINT; THENCE SOUTH 31°21'37" EAST A DISTANCE OF 277.62' TO A POINT; THENCE NORTH 57°55'11" EAST A DISTANCE OF 59.77' TO A POINT; THENCE NORTH 33°39'32" EAST A DISTANCE OF 86.41' TO A POINT; THENCE SOUTH 56°20'28" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 33°39'32" WEST A DISTANCE OF 90.71' TO A POINT; THENCE SOUTH 57°55'11" WEST A DISTANCE OF 74.25' TO A POINT; THENCE SOUTH 58°31'00" WEST A DISTANCE OF 44.92' TO A POINT; THENCE SOUTH 66°00'16" WEST A DISTANCE OF 220.67' TO A POINT; THENCE SOUTH 72°31'19" WEST A DISTANCE OF 192.06' TO A POINT; THENCE NORTH 17°28'41" WEST A DISTANCE OF 20.00' TO A POINT; THENCE NORTH 72°31'19" EAST A DISTANCE OF 190.92' TO A POINT; THENCE NORTH 66°00'16" EAST A DISTANCE OF 218.22' TO A POINT; THENCE NORTH 58°31'00" EAST A DISTANCE OF 33.59' TO A POINT; THENCE NORTH 31°21'37" WEST A DISTANCE OF 273.34' TO A POINT; THENCE SOUTH 56°18'25" WEST A DISTANCE OF 72.80' TO A POINT; THENCE NORTH 85°07'49" WEST A DISTANCE OF 93.40' TO A POINT; THENCE SOUTH 89°50'27" WEST A DISTANCE OF 372.80' TO A POINT; THENCE SOUTH 79°21'38" WEST A DISTANCE OF 115.44' TO A POINT; THENCE SOUTH 50°42'10" WEST A DISTANCE OF 80.35' TO A POINT; THENCE SOUTH 27°56'34" WEST A DISTANCE OF 68.02' TO A POINT; THENCE SOUTH 00°55'19" EAST A DISTANCE OF 120.10' TO A POINT; THENCE SOUTH 25°39'46" EAST A DISTANCE OF 258.15' TO A POINT; THENCE NORTH 87°44'53" EAST A DISTANCE OF 183.15' TO A POINT; THENCE NORTH 76°09'17" EAST A DISTANCE OF 55.34' TO A POINT; THENCE NORTH 13°44'10" WEST A DISTANCE OF 125.95' TO A POINT; THENCE NORTH 76°15'50" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 13°44'10" EAST A DISTANCE OF 145.91' TO A POINT; THENCE SOUTH 76°09'17" WEST A DISTANCE OF 77.33' TO A POINT; THENCE SOUTH 87°44'53" WEST A DISTANCE OF 198.31' TO A POINT; THENCE NORTH 25°39'46" WEST A DISTANCE OF 275.68' TO A POINT; THENCE NORTH 00°55'19" WEST A DISTANCE OF 129.64' TO A POINT; THENCE NORTH 27°56'34" EAST A DISTANCE OF 77.20' TO A POINT; THENCE NORTH 50°42'10" EAST A DISTANCE OF 80.56' TO A POINT; THENCE NORTH 14°19'51" WEST A DISTANCE OF 16.79' TO A POINT; THENCE NORTH 00°03'33" WEST A DISTANCE OF 134.12' TO A POINT; THENCE SOUTH 89°40'26" WEST A DISTANCE OF 128.91' TO A POINT; THENCE NORTH 00°19'39" WEST A DISTANCE OF 31.53' TO A POINT LOCATED ON THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93, WHICH IS THE POINT OF BEGINNING.

SHEET 2 OF 7



MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING • LAND SURVEYING

40 JOE KENNEDY BLVD
STATESBORO, GA 30458
(912) 489-7112 OFFICE

2500 NORTHWINDS PKWY
SUITE 360
ALPHARETTA, GA 30009
(404) 693-1618 OFFICE

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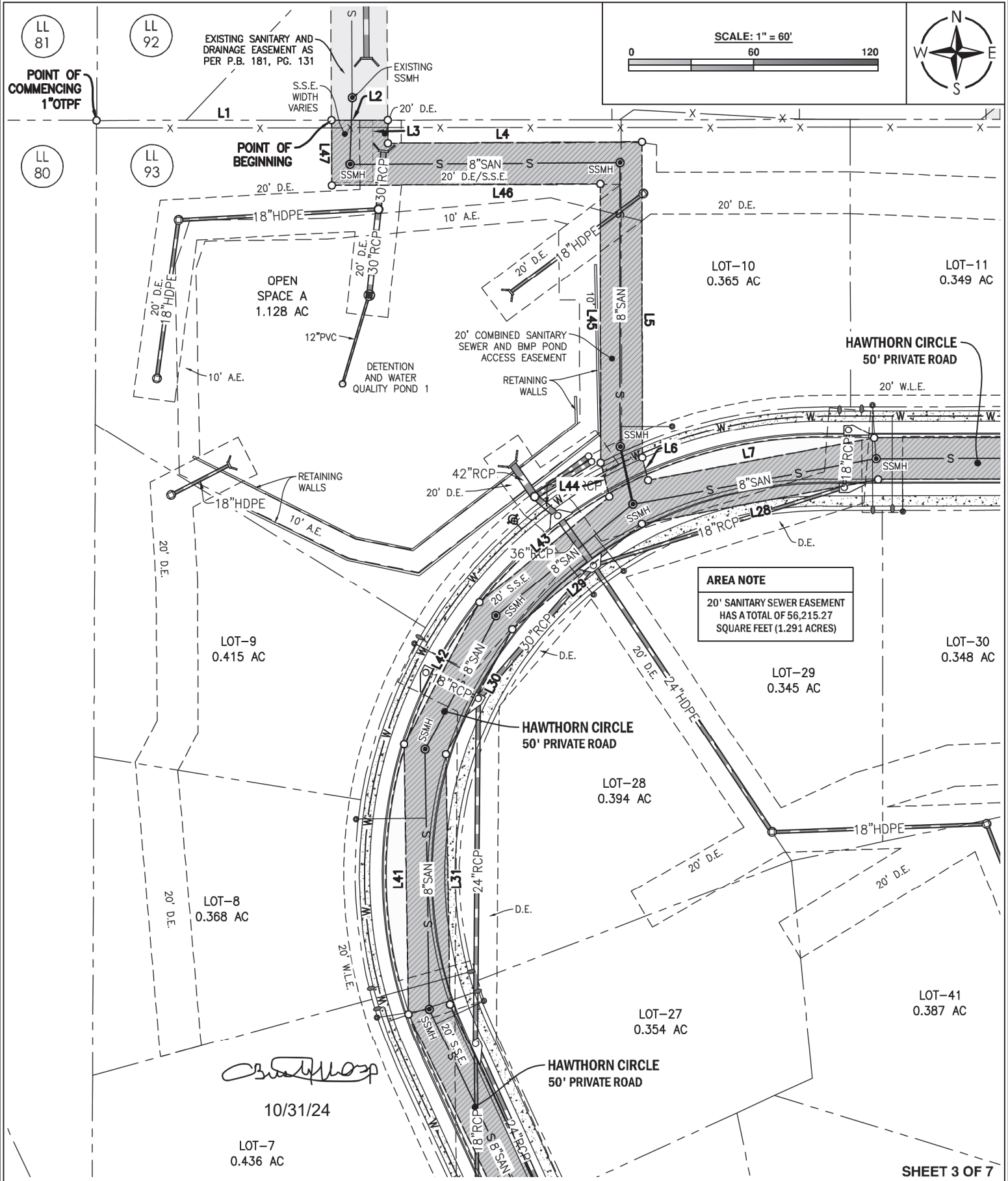
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DATE: 10-17-2024

JOB NO.: 2023-180

SCALE: N/A

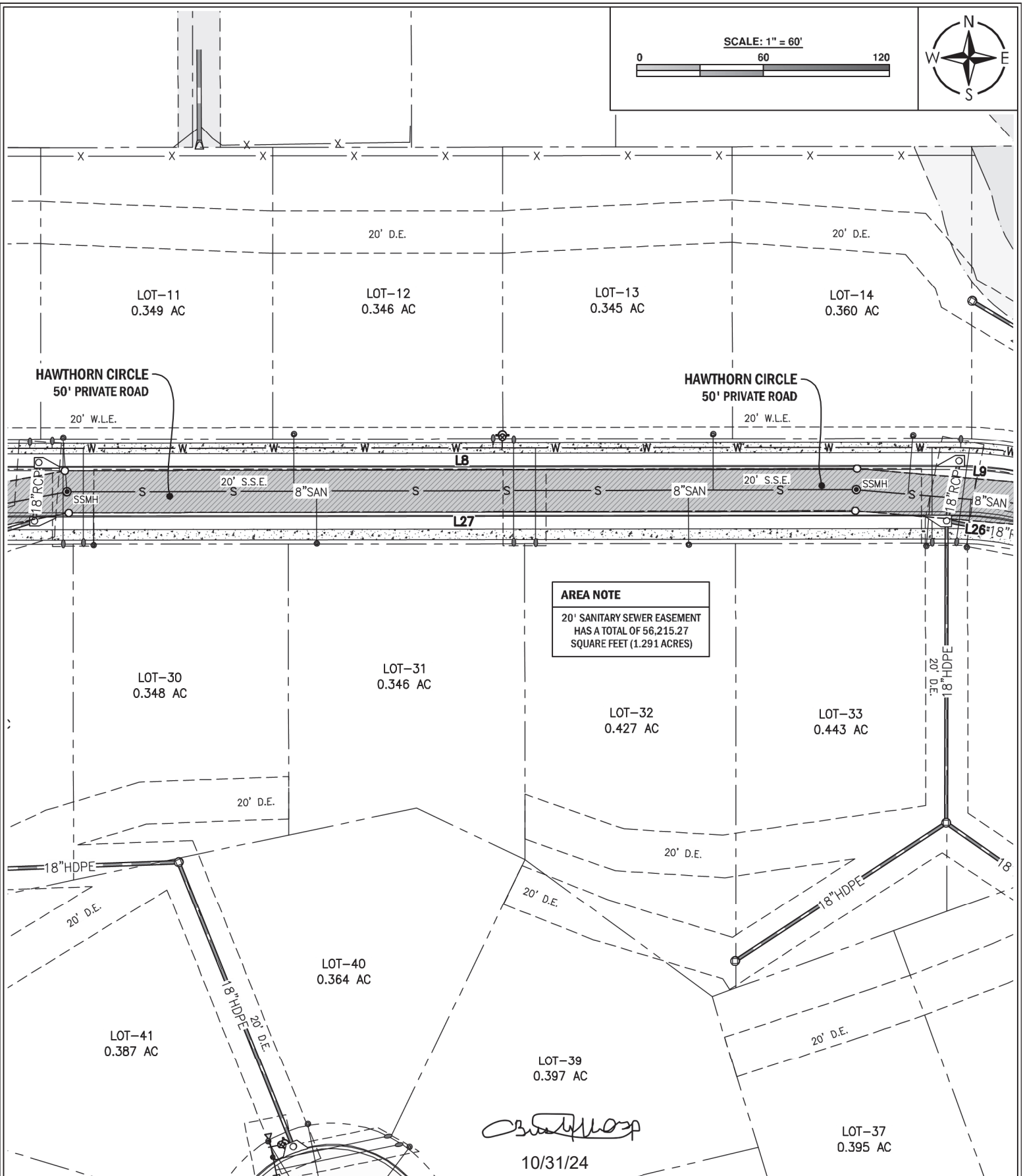
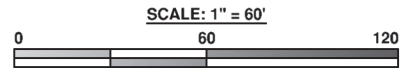
SANITARY SEWER EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY
LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA



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JOB NO.: 2023-180
SCALE: 1" = 60'

SANITARY SEWER EASEMENT EXHIBIT
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TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY
 LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTION
 CITY OF ALPHARETTA, FULTON COUNTY, GA



SHEET 4 OF 7



MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING • LAND SURVEYING

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DRAWN BY: JTD

DATE: 10-17-2024

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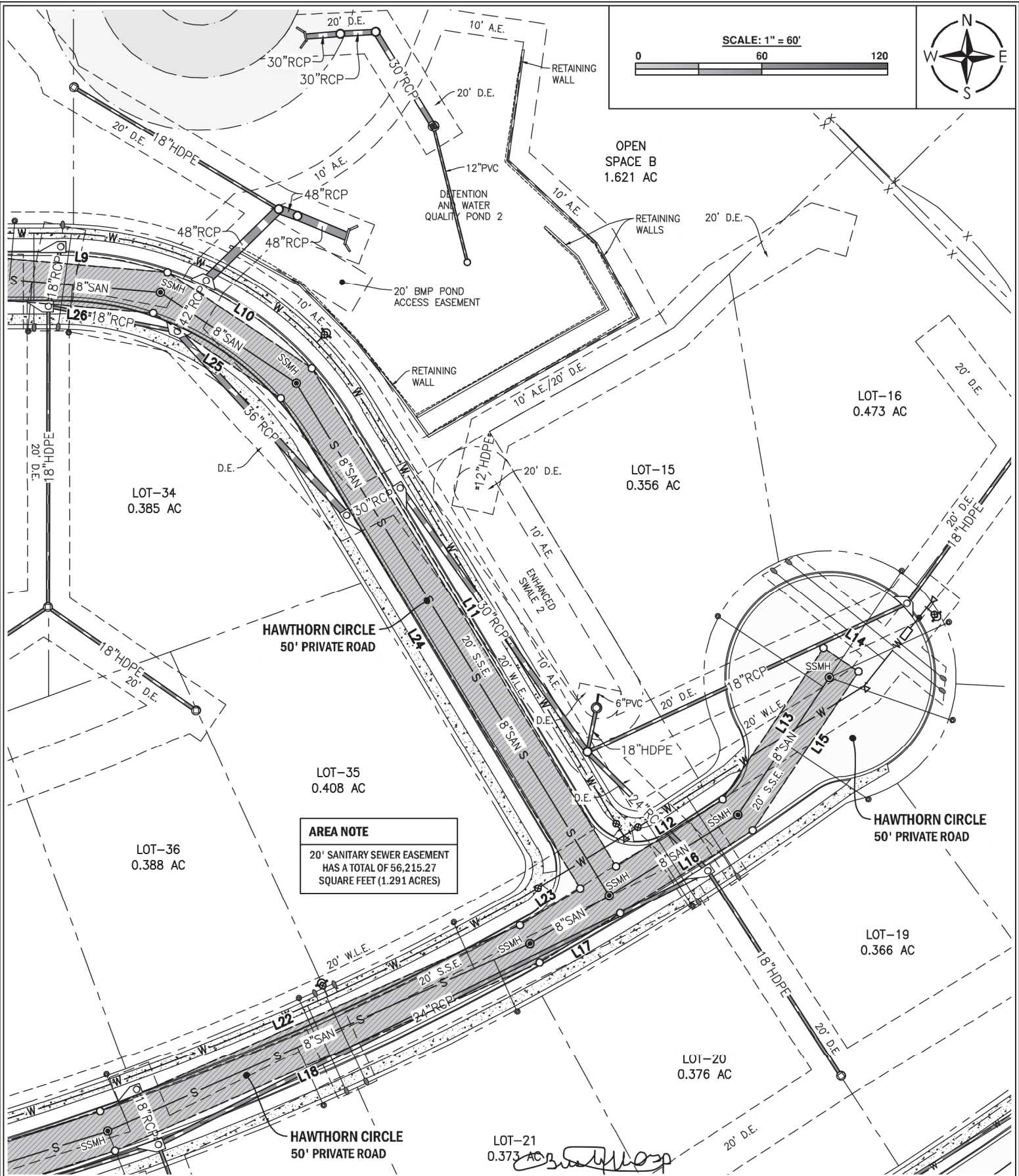
SCALE: 1" = 60'

SANITARY SEWER EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
PREPARED FOR

TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY

LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA

56



**MAXWELL-REDDICK AND ASSOCIATES
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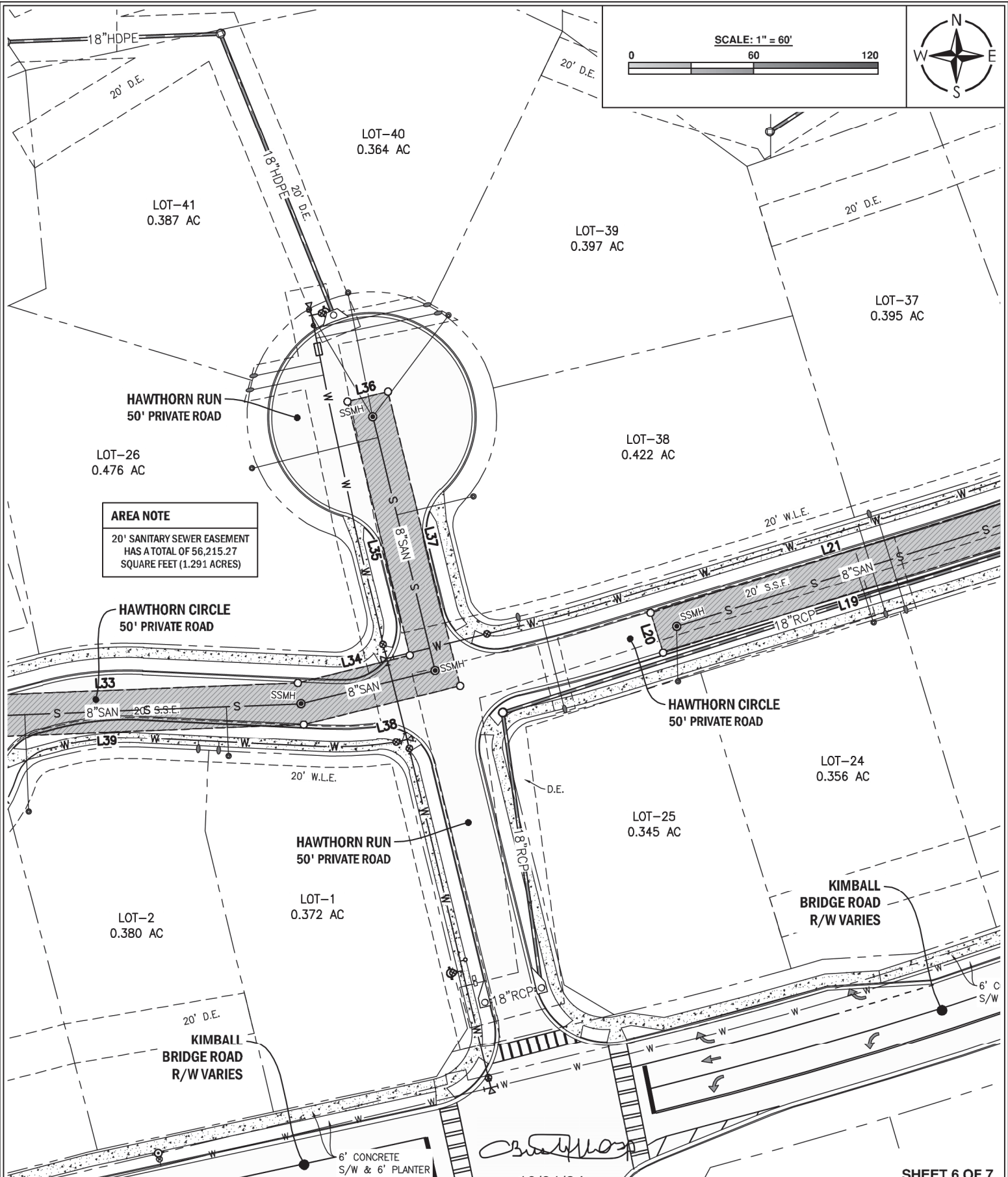
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ALPHARETTA, GA 30009
(404) 693-1618 OFFICE

DRAWN BY: JTD
DATE: 10-17-2024
JOB NO.: 2023-180
SCALE: 1" = 60'

**SANITARY SEWER EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY**

LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA

57



AREA NOTE
 20' SANITARY SEWER EASEMENT
 HAS A TOTAL OF 56,215.27
 SQUARE FEET (1.291 ACRES)

10/31/24

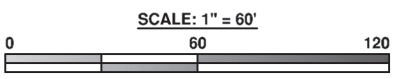
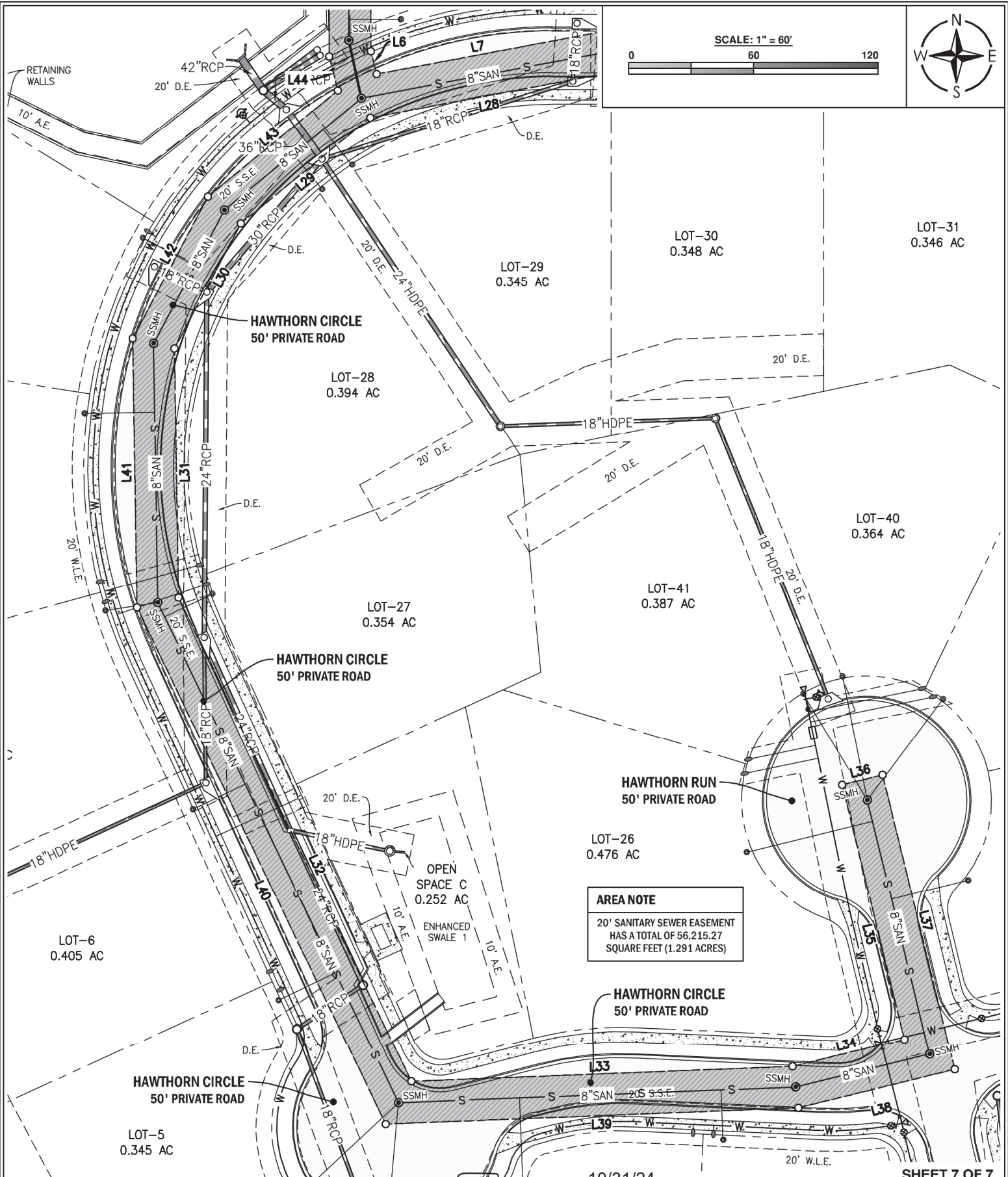
SHEET 6 OF 7



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DRAWN BY: JTD
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SCALE: 1" = 60'

**SANITARY SEWER EASEMENT EXHIBIT
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 LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTION
 CITY OF ALPHARETTA, FULTON COUNTY, GA**



AREA NOTE
 20' SANITARY SEWER EASEMENT
 HAS A TOTAL OF 56,215.27
 SQUARE FEET (1.291 ACRES)

[Signature] 10/31/24

SHEET 7 OF 7



MAXWELL-REDDICK AND ASSOCIATES
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DRAWN BY: JTD
DATE: 10-17-2024
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SCALE: 1" = 60'

**SANITARY SEWER EASEMENT EXHIBIT
 FOR HAWTHORN SUBDIVISION
 PREPARED FOR
 TOLL SOUTHEAST LP COMPANY, INC
 AND FULTON COUNTY
 LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTIC
 CITY OF ALPHARETTA, FULTON COUNTY, GA**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0448

Meeting Date: 6/18/2025

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 the City of Union City, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 3660 Royal South Parkway, Atlanta, Georgia 30291.

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: The City of Union City, the owner of the real property located at 3660 Royal South

Parkway, Atlanta, Georgia 30291, 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 easement area.

In accordance with applicable laws, 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.

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

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement as referenced in Exhibit A of the sewer indemnification agreement.

At the request of the City of Union City the Department of Public Works completed an on-site assessment of the area, which is approximately 262 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.

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 remain within a portion of the 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

Cross Reference

Deed/Plat Book 183 , Page 35
Deed Book 58540, Page 321

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

THIS AGREEMENT, made this 9th day of April, 2025, between City of Union
City as citizen 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:

1.
Owner warrants that he is the full and true owner and has clear title to that certain
property known as Veterans Park 3660 Royal South Parkway, Union City, GA. 30349 (enter
address), and as more fully described in that certain conveyance recorded in Deed Book 58540,
Page 321 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
2.
Fulton County owns and maintains a sanitary sewer line, as shown in Exhibit A, and
hereby grants Owner a License to construct, repair and replace, from time to time as may be
needed certain private improvements at its sole cost and responsibility above that sanitary sewer
line, 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. Alternatively, 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: City of Union City
5047 Union Street
Union City, GA 30291

RE Land Lot(s) 82, District 9F

Parcel Number: 09F241100820484

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

OWNER Union City

Shonday Freeman
Unofficial Witness

[Signature]
Signature (Authorized Party to Bind Owner Entity)

[Signature]
Notary Public
My Commission Expires: 09/08/2025

Vince R. Williams, Mayor
Signatory's Name and Title (printed)

Owner's Address: _____

5047 Union Street

Union City, GA 30291



Attest:

FULTON COUNTY, GEORGIA

Clerk of Commission

By: _____
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

David E. Clark, Director
Department of Public Works

Y. Soo Jo, County Attorney

EXHIBIT “A”



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0449

Meeting Date: 6/18/2025

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 Union City SR CGP, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 0 Campbellton Fairburn Road, Union City, Georgia 30213.

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: Union City SR CGP, LLC, the owner of the real property located at 0 Campbellton Fairburn Road, Union City, Georgia 30213, 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 easement area.

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

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within the County's 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 62815, Page 343.

At the request of Union City SR CGP, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 760 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: Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner the conditional approval to install stormwater improvements within the County's sewer line 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 remain within a portion of the County's sewer easement.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

Cross Reference

Plat Book 470, Page 110
 Deed Book 62815, Page 343

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 14th day of May, 2025, between UNION CITY SR CGP, LLC, a Delaware limited liability company, 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:

1. Owner warrants that it is the full and true owner and has clear title to that certain property known as Tract Two of the Replat of Land Lot 117, 9F District, Union City, GA, as recorded in Plat Book 470, Page 110 of Fulton County Records, which is a portion of the property acquired by Owner pursuant to the deed filed for record on November 17, 2021 at Deed Book 64833, Page 403, on which Owner desires to install certain private improvements, including domestic and irrigation waterline connections, meters, backflow preventers, sanitary sewer lateral connection and sanitary sewer doghouse manhole, a freestanding sign, and landscape shrubs (the "Private Improvements").
2. Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Deed Book 62815, Page 343 of Fulton County, Georgia records, and hereby grants Owner a perpetual, irrevocable License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed the Private Improvements at his sole cost and responsibility.
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: Union City SR CGP, LLC
361 Summit Blvd, Suite 110
Birmingham, AL 35243

RE Land Lots(s): 117, District 9F

Parcel Number: 09F300001172161

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

Signatures:

Signed sealed and delivered in the presence of

OWNER

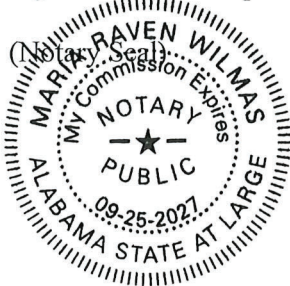
UNION CITY SR CGP, LLC

By: Capital Growth Properties Operating Partners, LLC, its Manager


Unofficial Witness


Notary Public

My Commission Expires: 9/25/2027



By: 
Danielle E. Yance, Authorized Agent

Owner's Address:

361 Summit Blvd, Suite 110
Birmingham, AL 35243

[Signatures continued on next page.]

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

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

Witness

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Notarial Seal]

ATTEST:

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

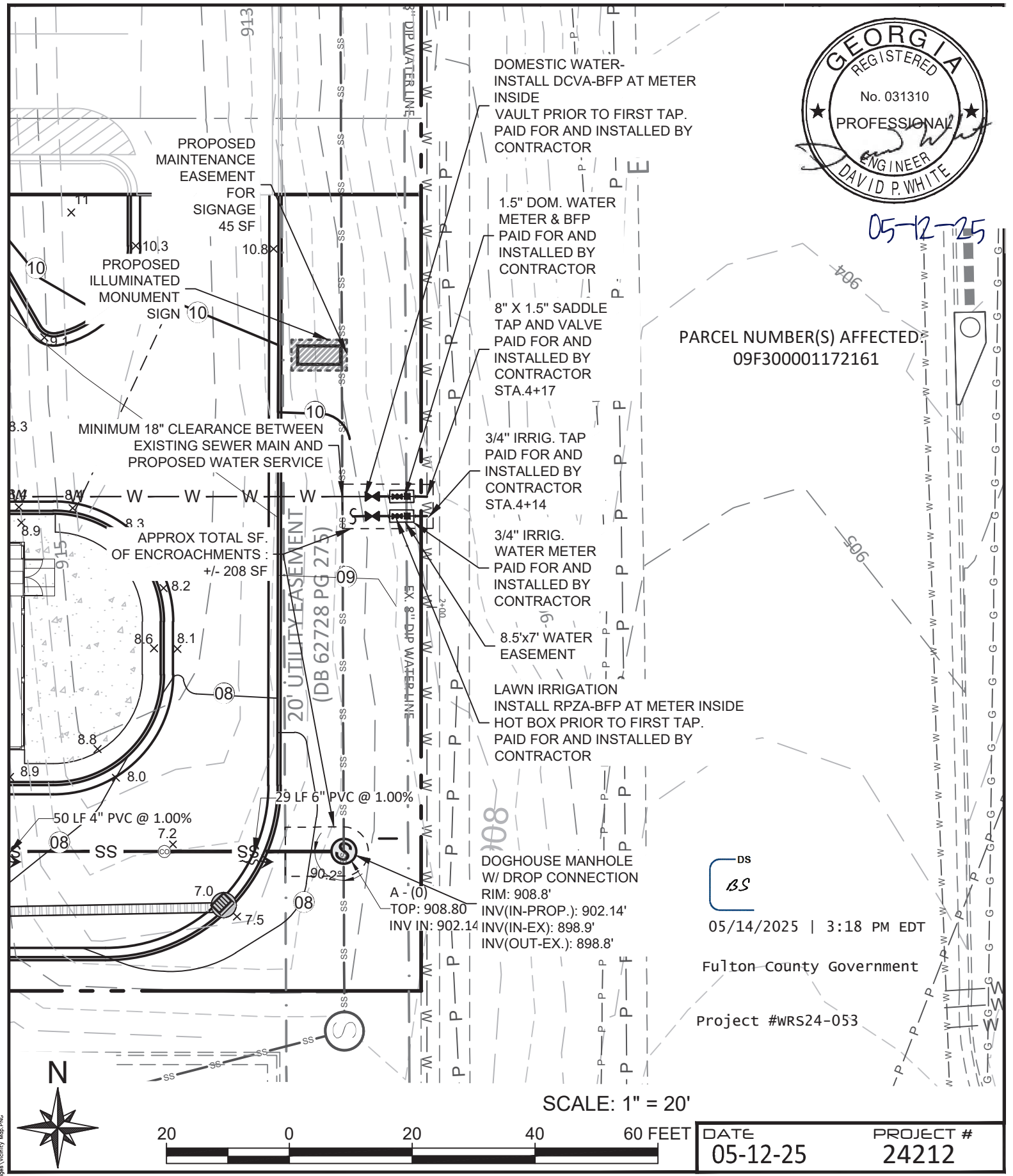
Terry Peters, Acting Director
Department of Public Works

EXHIBIT "A"



05-12-25

PARCEL NUMBER(S) AFFECTED
09F300001172161



SCALE: 1" = 20'

DATE	PROJECT #
05-12-25	24212

civilOGISTIX

500 Sun Valley Drive, Ste H3, Roswell, GA 30076
(404) 594-4403 - civilogistix.com

SHEET TITLE	PROJECT
FULTON COUNTY EXHIBIT - UTILITY	UNION CITY CHIPOTLE
OWNER	5365 Campbellton Fairburn Road
UNION CITY SR CGP LLC	Union City, GA 30213
361 Summit BLVD	
Suite 110	
Birmingham, AL, 35243	



05-12-25

PARCEL NUMBER(S) AFFECTED:
09F300001172161

APPROX TOTAL SF.
OF ENCROACHMENTS :
+/- 552 SF

05/14/2025 | 3:18 PM EDT

Fulton County Government

Project #WRS24-053

SCALE: 1" = 20'

DATE
05-12-25

PROJECT #
24212

civilOGISTIX

500 Sun Valley Drive, Ste H3, Roswell, GA 30076
(404) 594-4403 - civilogistix.com

SHEET TITLE
FULTON COUNTY EXHIBIT - LANDSCAPE
OWNER
UNION CITY SR CGP LLC
361 Summit BLVD
Suite 110
Birmingham, AL, 35243
PROJECT
UNION CITY CHIPOTLE
5365 Campbellton Fairburn Road
Union City, GA 30213



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0450

Meeting Date: 6/18/2025

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 Arkan Echo, LLC, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 12580 Crabapple Road, Milton, Georgia 30004.

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: Arkan Echo, LLC, the owner of the real property located at 12580 Crabapple Road,

Milton, Georgia 30004, 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 easement area.

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

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within the County's 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 easement as referenced and recorded in Deed Book 68966, Page 300.

At the request of Arkan Echo, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 1410.8 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: Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner the conditional approval to install stormwater improvements within the County's sewer line 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 remain within a portion of the County's sewer easement.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

Cross Reference

Deed/Plat Book 66400 , Page 200
Deed Book 68966, Page 292

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between Arkan Echo, LLC as citizen 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:

1. Owner warrants that he is the full and true owner and has clear title to that certain property known as 12580 Crabapple Road, Milton (enter address), and as more fully described in that certain conveyance recorded in Deed Book 66400, Page 200 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.

2. Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 68966, Page 292 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: Arkan Echo, LLC
3275 North Point Parkway, Suite 201
Alpharetta, GA 30005

District 2nd, Section 2nd, Land Lot(s) 1137 & 1168

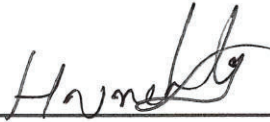
Parcel Number: 22 385011370060

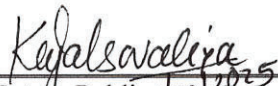
IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

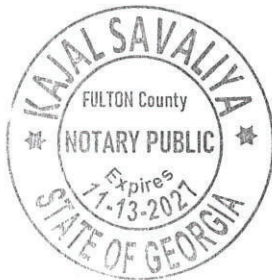
Signed sealed and delivered in the presence of

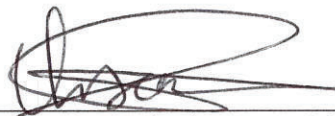
OWNER Arkan Echo, LLC


Unofficial Witness


Notary Public 01/30/2025
My Commission Expires: 11/13/2027

(Notary Seal)




Signature (Authorized Party to Bind Owner Entity)

Issan Hashem, CO-CEO
Signatory's Name and Title (printed)

Owner's Address: 3275 North Point Parkway
STE 201
Alpharetta, GA 30005

[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]

ATTEST:

APPROVED AS TO FORM:

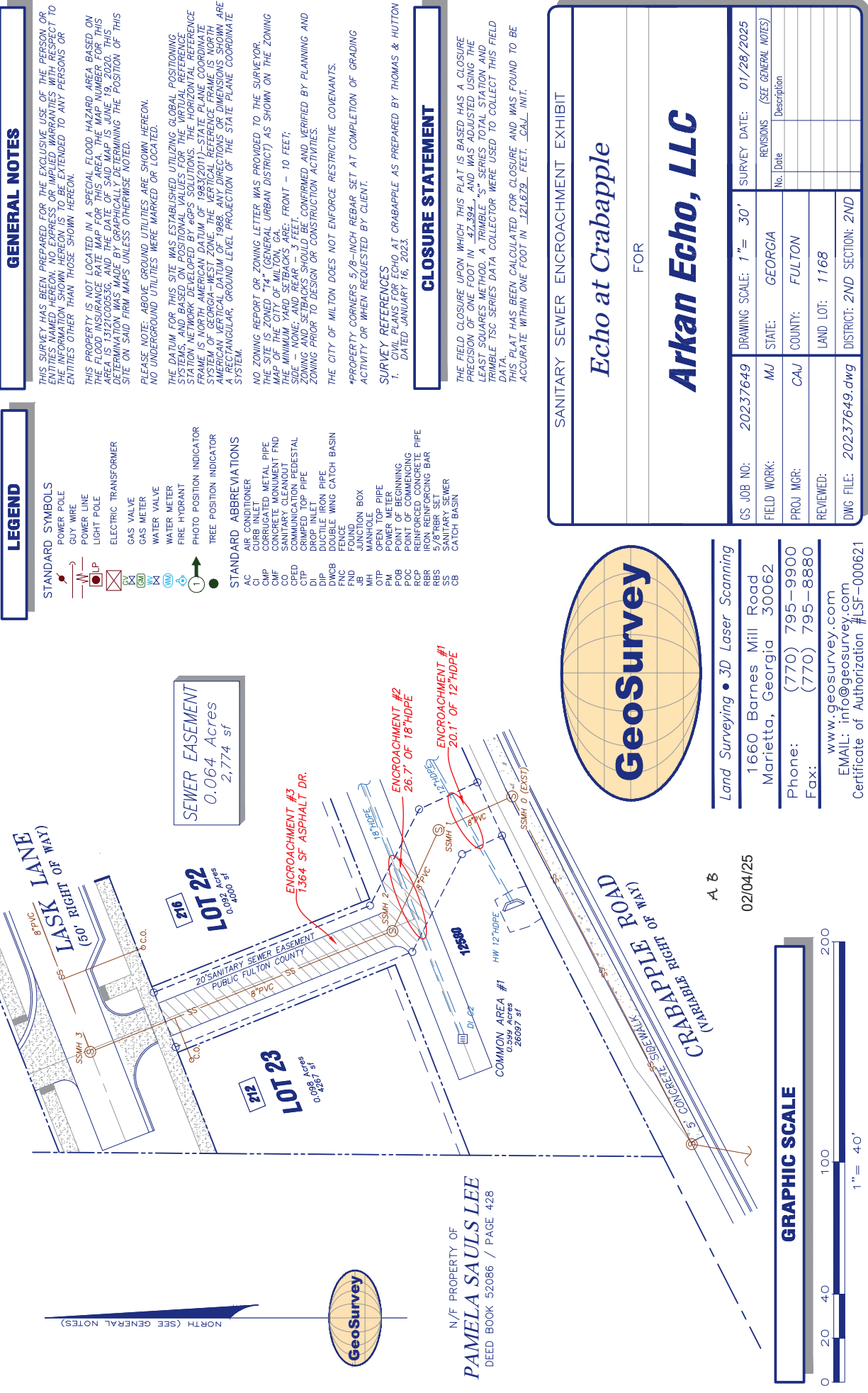
Y. Soo Jo, County Attorney

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

Terry Peters, Acting Director
Department of Public Works

EXHIBIT “A”





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0451

Meeting Date: 6/18/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Easement Dedication of 5,227 square feet to Fulton County, a political subdivision of the State of Georgia, from the Bridges Alpharetta, LLC, for the purpose of constructing the Bridges Project at 4430 Webb Bridge Road, Alpharetta, Georgia 30005.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed Bridges Project, a residential development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where a water service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 5,227 square feet and is located in Land Lot 125 of the 1st District, 1st Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

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

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : The Bridges
Tax Parcel Identification No.: 11 034001250519 & 11 034001250527
Land Disturbance Permit No.: WRN22-034 City of Alpharetta = D220042
Zoning/Special Use Permit No.: R, PH-22-04/Z-2-04
(if applicable) The Bridges/Webb Bridge Road

For Fulton County Use Only

Approval Date: _____
Initials: _____

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 5th day of December, 2024, between Bridges Alpharetta, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 125, 1st Section (if applicable) of District 1st, Fulton County, Georgia, and more particularly described as follows: To wit:

The Bridges

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a water line through my property according to the location and size of said water line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor hereby conveys and relinquishes to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said water line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said water line easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said water line for the use of the property as herein agreed.

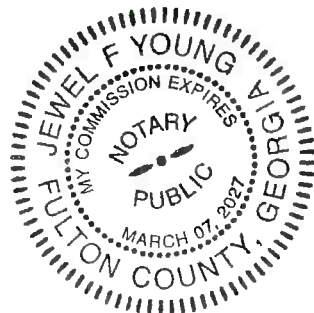
IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 5th
day of December 20 24
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR: Bridges Alpharetta, LLC
CORPORATE NAME

By: [Signature]
Print Name: Ton Young
Title: Manager

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

EXHIBIT "A"

WATER EASEMENT:
THE BRIDGES
PROPERTY OF:
BRIDGES ALPHARETTA, LLC

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LAND LOT 125, 1ST DISTRICT, 1ST SECTION IN THE CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF LAND LOT 125 OF SAID DISTRICT AND SECTION, THENCE S 56°14'25" W 762.79' TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED;

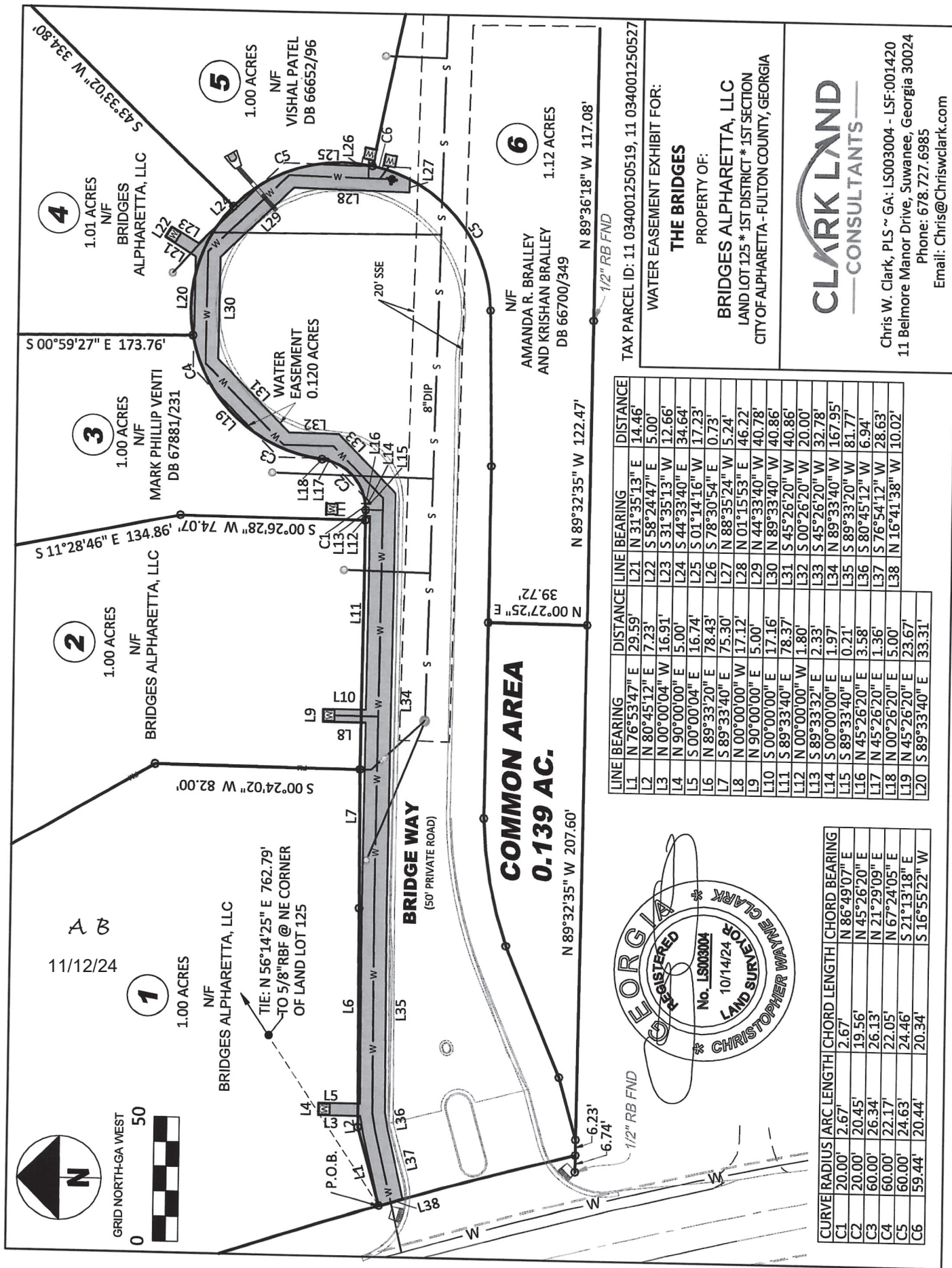
THENCE N 76°53'47" E A DISTANCE OF 29.59' TO A POINT;
THENCE N 80°45'12" E A DISTANCE OF 7.23' TO A POINT;
THENCE N 00°00'04" W A DISTANCE OF 16.91' TO A POINT;
THENCE N 90°00'00" E A DISTANCE OF 5.00' TO A POINT;
THENCE S 00°00'04" E A DISTANCE OF 16.74' TO A POINT;
THENCE N 89°33'20" E A DISTANCE OF 78.43' TO A POINT;
THENCE S 89°33'40" E A DISTANCE OF 75.30' TO A POINT;
THENCE N 00°00'00" W A DISTANCE OF 17.12' TO A POINT;
THENCE N 90°00'00" E A DISTANCE OF 5.00' TO A POINT;
THENCE S 00°00'00" E A DISTANCE OF 17.16' TO A POINT;
THENCE S 89°33'40" E A DISTANCE OF 78.37' TO A POINT;
THENCE N 00°00'00" W A DISTANCE OF 1.80' TO A POINT;
THENCE S 89°33'32" E A DISTANCE OF 2.33' TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 2.67', WITH A RADIUS OF 20.00', WITH A CHORD BEARING OF N 86°49'07" E, WITH A CHORD LENGTH OF 2.67 TO A POINT;
THENCE S 00°00'00" E A DISTANCE OF 1.97' TO A POINT;
THENCE S 89°33'40" E A DISTANCE OF 0.21' TO A POINT;
THENCE N 45°26'20" E A DISTANCE OF 3.58' TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 20.45', WITH A RADIUS OF 19.91', WITH A CHORD BEARING OF N 45°26'20" E, WITH A CHORD LENGTH OF 19.56 TO A POINT;
THENCE N 45°26'20" E A DISTANCE OF 1.36' TO A POINT;
THENCE N 00°26'20" E A DISTANCE OF 5.00' TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 26.34', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF N 21°29'09" E, WITH A CHORD LENGTH OF 26.13 TO A POINT;
THENCE N 45°26'20" E A DISTANCE OF 23.67' TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 22.17', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF N 67°24'05" E, WITH A CHORD LENGTH OF 22.05 TO A POINT;
THENCE S 89°33'40" E A DISTANCE OF 33.31' TO A POINT;
THENCE N 31°35'13" E A DISTANCE OF 14.46' TO A POINT;
THENCE S 58°24'47" E A DISTANCE OF 5.00' TO A POINT;
THENCE S 31°35'13" W A DISTANCE OF 12.66' TO A POINT;
THENCE S 44°33'40" E A DISTANCE OF 34.64' TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 24.63', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF S 21°13'18" E, WITH A CHORD LENGTH OF 24.46 TO A POINT;
THENCE S 01°14'16" W A DISTANCE OF 17.23' TO A POINT;
THENCE S 78°30'54" E A DISTANCE OF 0.73' TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 20.44', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF S 16°55'22" W, WITH A CHORD LENGTH OF 20.34 TO A POINT;
(CONTINUED)

EXHIBIT "A" CONTINUED

THENCE N 88°35'24" W A DISTANCE OF 5.24' TO A POINT;
THENCE N 01°15'53" E A DISTANCE OF 46.22' TO A POINT;
THENCE N 44°33'40" W A DISTANCE OF 40.78' TO A POINT;
THENCE N 89°33'40" W A DISTANCE OF 40.86' TO A POINT;
THENCE S 45°26'20" W A DISTANCE OF 40.86' TO A POINT;
THENCE S 00°26'20" W A DISTANCE OF 20.00' TO A POINT;
THENCE S 45°26'20" W A DISTANCE OF 32.78' TO A POINT;
THENCE N 89°33'40" W A DISTANCE OF 167.95' TO A POINT;
THENCE S 89°33'20" W A DISTANCE OF 81.77' TO A POINT;
THENCE S 80°45'12" W A DISTANCE OF 6.94' TO A POINT;
THENCE S 76°54'12" W A DISTANCE OF 28.63' TO A POINT;
THENCE N 16°41'38" W A DISTANCE OF 10.02' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5227 SQUARE FEET, 0.120 ACRES.

EXHIBIT "A" CONTINUED



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 76°53'47" E	29.59'	L21	N 31°35'13" E	14.46'
L2	N 80°45'12" E	7.23'	L22	S 58°24'47" E	5.00'
L3	N 00°00'04" W	16.91'	L23	S 31°35'13" W	12.66'
L4	N 90°00'00" E	5.00'	L24	S 44°33'40" E	34.64'
L5	S 00°00'04" E	16.74'	L25	S 01°14'16" W	17.23'
L6	N 89°33'20" E	78.43'	L26	S 78°30'54" E	0.73'
L7	S 89°33'40" E	75.30'	L27	N 88°35'24" W	5.24'
L8	N 00°00'00" W	17.12'	L28	N 01°15'53" E	46.22'
L9	S 00°00'00" E	5.00'	L29	N 44°33'40" W	40.78'
L10	S 00°00'00" E	17.16'	L30	N 89°33'40" W	40.86'
L11	S 89°33'40" E	78.37'	L31	S 45°26'20" W	40.86'
L12	N 00°00'00" W	1.80'	L32	S 00°26'20" W	20.00'
L13	S 89°33'32" E	2.33'	L33	S 45°26'20" W	32.78'
L14	S 00°00'00" E	1.97'	L34	N 89°33'40" W	167.95'
L15	S 89°33'40" E	0.21'	L35	S 89°33'20" W	81.77'
L16	N 45°26'20" E	3.58'	L36	S 80°45'12" W	6.94'
L17	N 45°26'20" E	1.36'	L37	S 76°54'12" W	28.63'
L18	N 00°26'20" E	5.00'	L38	N 16°41'38" W	10.02'
L19	N 45°26'20" E	23.67'			
L20	S 89°33'40" E	33.31'			

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	20.00'	2.67'	2.67'	N 86°49'07" E
C2	20.00'	20.45'	19.56'	N 45°26'20" E
C3	60.00'	26.34'	26.13'	N 21°29'09" E
C4	60.00'	22.17'	22.05'	N 67°24'05" E
C5	60.00'	24.63'	24.46'	S 21°13'18" E
C6	59.44'	20.44'	20.34'	S 16°55'22" W





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0452

Meeting Date: 6/18/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sewer Easement Dedication of 1,758 square feet to Fulton County, a political subdivision of the State of Georgia, from Daniel A. Diulus, individuals, for the purpose of constructing the 4852 Lake Forrest Dr. NE, Atlanta, Georgia 30342 Project at 4852 Lake Forrest Dr. NE, Atlanta, Georgia 30342.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed 4852 Lake Forrest Dr. NE, Atlanta, Georgia 30342 Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 1,758 square feet and is located in Land Lot 120 of the 17th District of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

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

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : 4852 Lake Forrest Dr. NE, Sandy Springs, GA 30342
Tax Parcel Identification No.: 17 012000020304
Land Disturbance Permit No.: WRN25-012
Zoning/Special Use Permit No.:
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Individual Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 11 day of April, 2025, between
Daniel A. Diulus of said state and county, party of the
first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of
the second part (hereinafter referred to as Grantee).

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the
receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the
construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject
property from the construction of a sewer line through the subject property, said Grantor(s) has (have) granted, bargained, sold
and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns
the right, title, and privilege of easements through subject property located in Land Lot(s) 120,
_____ Section (if applicable) of District 17, Fulton County, Georgia, and more particularly described as
follows: To wit:

4852 Lake Forrest Dr. NE, Sandy Springs, GA 30342

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction,
access, maintenance and upgrade of a sewer line through my property according to the location and size of said

sewer line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor(s) hereby conveys (convey) and relinquishes (relinquish) to FULTON COUNTY a right of access over Grantor's (Grantors') remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

I (We) hereby warrants (warrant) that I (we) have the right to sell and convey said sewer line easement and right of access and bind myself (ourselves), my (our) heirs, executors, and administrators, forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor(s) hereby waives (waive) for him/herself (their selves), him/her (their) heirs, and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed his/her (their) hand(s) and seal(s) on the day and year first above written.

Signed, sealed and delivered this 11
day of April, 2025
in the presence of:

FJITA DMITRI ALO
Witness

By: [Signature] (L.S.)
Daniel A. Diulus

Stacy Booth
Notary Public

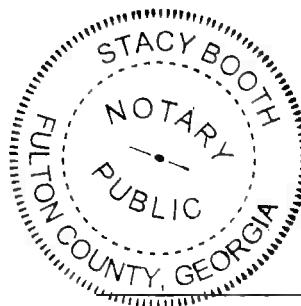
Print Name: _____ (L.S.)

[NOTARIAL SEAL]

Signed, sealed and delivered this 11
day of April, 2025
in the presence of:

Witness

By: _____ (L.S.)



Notary Public

Print Name: _____ (L.S.)

[NOTARIAL SEAL]

SEWER EASEMENT EXHIBIT

FULTON COUNTY PROJECT # WRN25-012

Bjm
4/7/2025

MAGNETIC NORTH

①

SUBDIVIDED AS
BLOCK "H", UNIT FOUR
LAKE FORREST SUBDIVISION
(P.B. 52, PG. 37)

N/F
SONIA B. PONCE de LEON
(D.B. 41021, PG. 423)
10 PINE LAKE DRIVE

TAX ID# 17 012000020296

N88°54'41"E ~ 8.12'

N22°05'14"E ~ 25.18'

AREA=375 Sq.Ft.

N88°54'41"E ~ 26.88'

N88°54'41"E ~ 82.62'

20' COUNTY
SANITARY SEWER
EASEMENT

N67°54'46"W ~ 19.80'

S67°54'46"E ~ 3.44'

S67°54'46"E ~ 16.36'

AREA =
1,383 Sq.Ft.

N01°24'28"W ~ 120.01'

N01°24'28"W ~ 95.49'

S01°24'28"E ~ 89.03'

AREA =
2,441 Sq.Ft.

20.0' TEMP.
CONSTRUCTION
EASEMENT

S88°51'36"W ~ 219.53'

S88°51'36"W ~ 20.00'

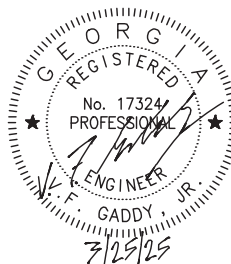
S88°51'36"W ~ 15.00'

③

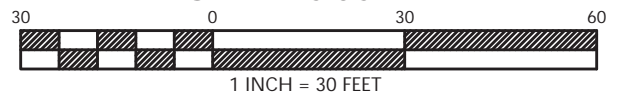
SUBDIVIDED AS
BLOCK "H", UNIT THREE
LAKE FORREST SUBDIVISION
(P.B. 49, PG. 53)

N/F
DIANA COLLEEN YALIF TRUST
(D.B. 63509, PG. 401)
4838 LAKE FORREST DRIVE

TAX ID# 17 012000020312



GRAPHIC SCALE



**GADDY SURVEYING
& DESIGN, INC.**

1215 PLEASANT HILL ROAD
LAWRENCEVILLE, GEORGIA 30044
PHONE - (770) 931-5920
FAX - (770) 931-5903

L.S. CERTIFICATE OF AUTHORIZATION #LS001014
P.E. CERTIFICATE OF AUTHORIZATION #PE005450

SEWER EASMENT EXHIBIT FOR:

4852 LAKE FORREST DRIVE

GRANTOR: DANIEL A. DIULUS

LOT 2, BLOCK "H", UNIT THREE, LAKE FORREST SUBDIVISION

LAND LOT 120 ~ 17TH DISTRICT

CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

PROJECT NUMBER
SBH-22-009

DATE 3/25/25	DRAWN CV	CHECKED VFG
-----------------	-------------	----------------

1

SHEET 1 OF 1

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
4852 LAKE FORREST DRIVE

ALL THAT TRACT or parcel of land lying in Land Lot 120 of the 17th District of Fulton County, Georgia, lying within the limits of the City of Sandy Springs, being more particularly described as follows:

To reach the point of Beginning for a temporary construction easement on 4852 Lake Forrest Drive commence at the common property corner between Lot 1, Block "H", Unit Four of Lake Forrest Subdivision (P.B. 52, Pg. 37) and Lot 2, Block "H", Unit Three of Lake Forrest Subdivision (P.B. 49, Pg. 53) said property corner being located 163.71' Southerly from the intersection formed between the Southern Rights-of-Way of Pine Lake Drive (50' R/W) and the Western Rights-of-Way of Lake Forrest Drive (60' R/W), thence S 88°55'41" W along the common property line between Lot 1, Block "H", Unit Four of Lake Forrest Subdivision (P.B. 52, Pg. 37) and Lot 2, Block "H", Unit Three of Lake Forrest Subdivision (P.B. 49, Pg. 53) a distance of 8.12' to the point of beginning for a temporary construction easement; thence S 22°05'14" W along the Western edge of a 20' Sanitary Sewer Easement a distance of 25.18' to a point; thence S 67°54'46" E along the end of a proposed dedicated sanitary sewer easement a distance of 3.44' to a point; thence S 01°24'28" E along the Western edge of a 15' private Sanitary Sewer Easement a distance of 95.49' to a point; thence S 88°51'36" W along the common property line between Lots 2 & 3, Block "H", Unit Three of Lake Forrest Subdivision (P.B. 49, Pg. 53) a distance of 20.00' to a point; thence N 01°24'28" W along the Western edge of a temporary construction easement a distance of 120.01'; thence N 88°54'41" E along the common property line between Lot 1, Block "H", Unit Four of Lake Forrest Subdivision (P.B. 52, Pg. 37) and Lot 2, Block "H", Unit Three of Lake Forrest Subdivision (P.B. 49, Pg. 53) a distance of 26.88' to the Point of Beginning.

Said Temporary Construction Easement being more particularly described on: Sewer Easement Exhibit For: 4852 Lake Forrest Drive; dated: March 25th, 2024; prepared by: Gaddy Surveying & Design, Inc.; containing 2,441 square feet.

LEGAL DESCRIPTION
SANITARY SEWER EASEMENT
4852 LAKE FORREST DRIVE

ALL THAT TRACT or parcel of land lying in Land Lot 120 of the 17th District of Fulton County, Georgia, lying within the limits of the City of Sandy Springs, being more particularly described as follows:

Beginning at the common property corner between Lot 1, Block “H”, Unit Four of Lake Forrest Subdivision (P.B. 52, Pg. 37) and Lot 2, Block “H”, Unit Three of Lake Forrest Subdivision (P.B. 49, Pg. 53) said property corner being located 163.71’ Southerly from the intersection formed between the Southern Rights-of-Way of Pine Lake Drive (50’ R/W) and the Western Rights-of-Way of Lake Forrest Drive (60’ R/W); thence S 01°24’28” E along the Western Rights-of-Way of Lake Forrest Drive (60’ R/W) a distance of 30.93’ to a point; thence leaving the Western Rights-of-Way of Lake Forrest Drive (60’ R/W) along the end of a proposed dedicated sanitary sewer easement N 67°54’46” W a distance of 19.80’ to a point; thence N 22°05’14” E along the Western edge of a 20’ Sanitary Sewer Easement a distance of 25.18’ to a point; thence N 88°54’41” E along the common property line between Lot 1, Block “H”, Unit Four of Lake Forrest Subdivision (P.B. 52, Pg. 37) and Lot 2, Block “H”, Unit Three of Lake Forrest Subdivision (P.B. 49, Pg. 53) a distance of 8.12’ to the Point of Beginning.

Said 20’ Sanitary Sewer Easement being more particularly described on: Sewer Easement Exhibit For: 4852 Lake Forrest Drive; dated: March 25th, 2025; prepared by: Gaddy Surveying & Design, Inc.; containing 375 square feet.

LEGAL DESCRIPTION
PRIVATE SANITARY SEWER LATERAL EASEMENT
IN FAVOR OF 4838 LAKE FORREST DRIVE

ALL THAT TRACT or parcel of land lying in Land Lot 120 of the 17th District of Fulton County, Georgia, lying within the limits of the City of Sandy Springs, being more particularly described as follows:

Beginning at a point at the termination of a 20' proposed sanitary sewer easement on the western Rights-of-Way of Lake Forrest Drive (60' R/W), said point being located 194.64' Southerly from the intersection formed between the Southern Rights-of-Way of Pine Lake Drive (50' R/W) and the Western Rights-of-Way of Lake Forrest Drive (60' R/W); thence S 01°24'28" E along the Western Rights-of-Way of Lake Forrest Drive (60' R/W) a distance of 89.03' to the common property corner between Lots 2 & 3, Block "H", Unit Three of Lake Forrest Subdivision (P.B. 49, Pg. 53); thence leaving the Western Rights-of-Way of Lake Forrest Drive (60' R/W) along the common property line between Lots 2 & 3, Block "H", Unit Three of Lake Forrest Subdivision (P.B. 49, Pg. 53) S 88°51'36" W a distance of 15.00' to a point; thence N 01°24'28" W along the Western edge of a 15' private Sanitary Sewer Easement a distance of 95.49' to a point; thence S 67°54'46" E along the end of a proposed dedicated sanitary sewer easement a distance of 16.36' to the Point of Beginning.

Said 15' Private Sewer Lateral Easement being more particularly described on: Sewer Easement Exhibit For: 4852 Lake Forrest Drive; dated: March 25th, 2025; prepared by: Gaddy Surveying & Design, Inc.; containing 1,383 square feet.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0453

Meeting Date: 6/18/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sewer Easement Dedication of 4,328 square feet to Fulton County, a political subdivision of the State of Georgia, from the Bridges Alpharetta, LLC, for the purpose of constructing the Bridges Project at 4430 Webb Bridge Road, Alpharetta, Georgia 30005.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed Bridges Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 4,328 square feet and is located in Land Lot 125 of the 1st District, 1st Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

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

THIS DOCUMENT MUST ONLY BE RECORDED BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : The Bridges
Tax Parcel Identification No.: 11 034001250519 & 11 034001250527
Land Disturbance Permit No.: WRN22-034 City of Alpharetta = D22042
Zoning/Special Use Permit No.: R, PH-22-04/Z-2-04/
(if applicable) The Bridges/Webb Bridge Road

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 5th day of December, 2024, between Bridges Alpharetta, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 125, 1st Section (if applicable) of District 1st, Fulton County, Georgia, and more particularly described as follows: To wit:

The Bridges

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor hereby conveys and relinquishes to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said sewer line easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 5th
day of December, 2024
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

GRANTOR: Bridges Alpharetta, LLC
CORPORATE NAME

By: [Signature]
Print Name: Tori Cooney
Title: Manager

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

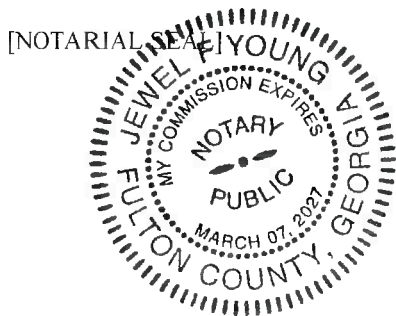


Exhibit "A"

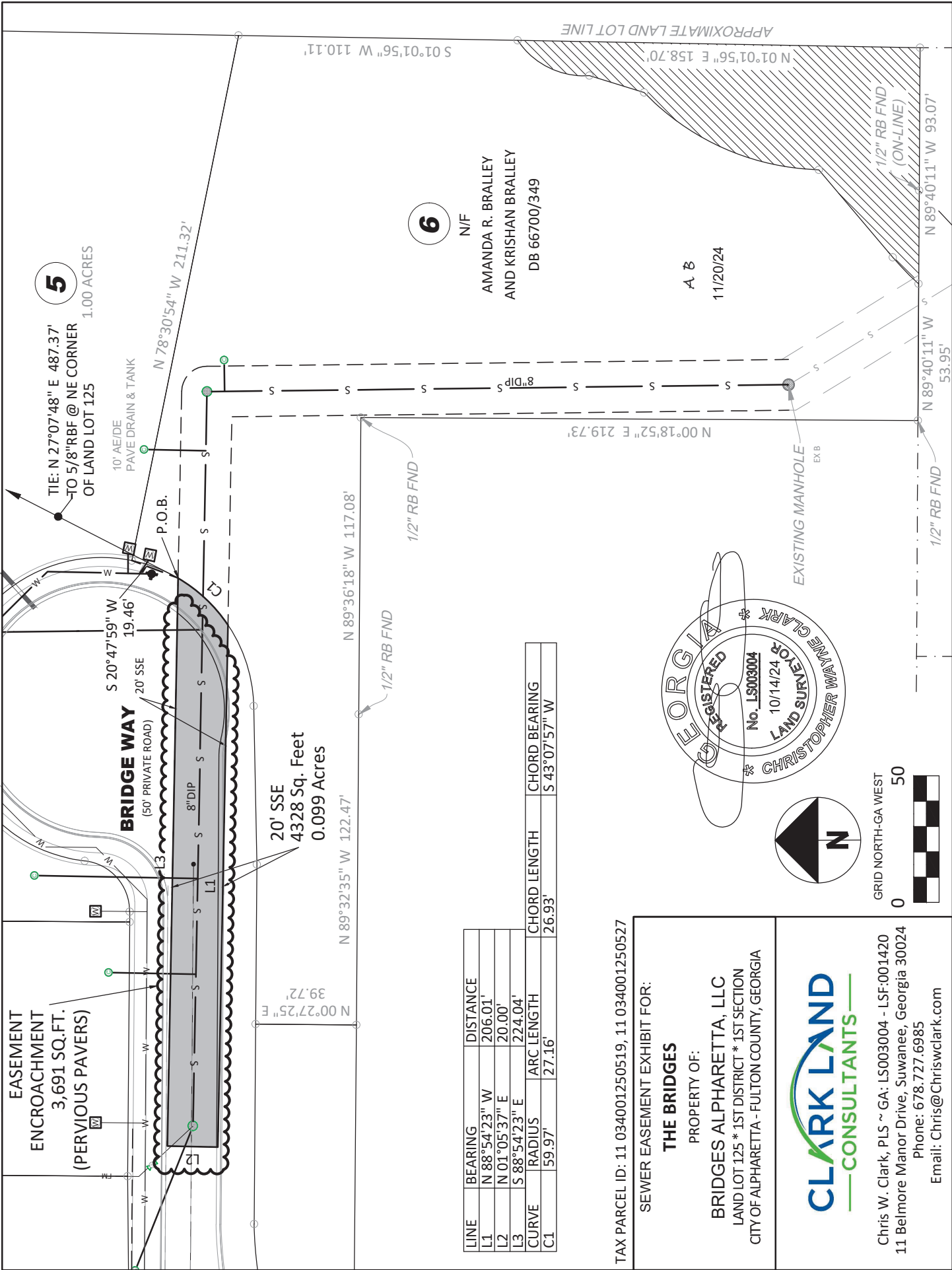
SEWER EASEMENT:
THE BRIDGES
PROPERTY OF:
BRIDGES ALPHARETTA, LLC

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LAND LOT 125,
1ST DISTRICT, 1ST SECTION IN THE CITY OF ALPHARETTA, FULTON
COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF
LAND LOT 125 OF SAID DISTRICT AND SECTION, THENCE S 27°07'48" W
FOR A DISTANCE OF 487.37' TO A POINT, SAID POINT BEING THE POINT OF
BEGINNING FOR THE PARCEL HEREIN DESCRIBED;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF
27.16', WITH A RADIUS OF 59.97', WITH A CHORD BEARING OF S 43°07'57"
W, WITH A CHORD LENGTH OF 26.93' TO A POINT;
THENCE N 88°54'23" W A DISTANCE OF 206.01' TO A POINT;
THENCE N 01°05'37" E A DISTANCE OF 20.00' TO A POINT;
THENCE S 88°54'23" E A DISTANCE OF 224.04' TO A POINT;
WHICH IS THE POINT OF BEGINNING,
HAVING AN AREA OF SQUARE FEET, 0.099 ACRES

SAID PARCEL CONTAINS 4328 SQUARE FEET, 0.099 ACRES.



LINE	BEARING	DISTANCE		
L1	N 88°54'23" W	206.01'		
L2	N 01°05'37" E	20.00'		
L3	S 88°54'23" E	224.04'		
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	59.97'	27.16'	26.93'	S 43°07'57" W

TAX PARCEL ID: 11 034001250519, 11 034001250527

SEWER EASEMENT EXHIBIT FOR:
THE BRIDGES
PROPERTY OF:
BRIDGES ALPHARETTA, LLC
LAND LOT 125 * 1ST DISTRICT * 1ST SECTION
CITY OF ALPHARETTA - FULTON COUNTY, GEORGIA



Chris W. Clark, PLS ~ GA: LS003004 - LSF:001420
11 Belmore Manor Drive, Suwanee, Georgia 30024
Phone: 678.727.6985
Email: Chris@Chriswclark.com



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0454

Meeting Date: 6/18/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sewer Easement Dedication of 13,510 square feet to Fulton County, a political subdivision of the State of Georgia, from Sandy Springs Multifamily LLC, owner, for the purpose of constructing the Solis Sandy Springs Project at 6600 Peachtree Dunwoody Rd, Sandy Springs, Georgia 30328.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed Solis Sandy Springs Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 13,510 square feet and is located in Land Lot 20 of the 17th District of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

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

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : SOLIS SANDY SPRINGS
Tax Parcel Identification No.: 17 0020 LL0878
Land Disturbance Permit No.: WRN24-122
Zoning/Special Use Permit No.:
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 12TH day of MAY, 2025, between
SANDY SPRINGS MULTIFAMILY LLC, a corporation duly organized under
the laws of the State of GEORGIA, party of the first part (hereinafter referred to as Grantor), and
FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents,
the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the
construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject
property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and
conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and
assigns the right, title, and privilege of an easement on subject property located in land lot(s) 20 of the
District, 17TH Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

SOLIS SANDY SPRINGS

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

Grantor hereby warrants that it has the right to sell and convey said sewer easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 12th
day of May 20 25
in the presence of:

Witness

Notary Public

[NOTARIAL SEAL]

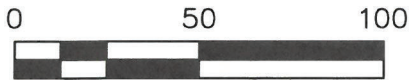


GRANTOR: Sandy Springs Multifamily LLC
CORPORATE NAME

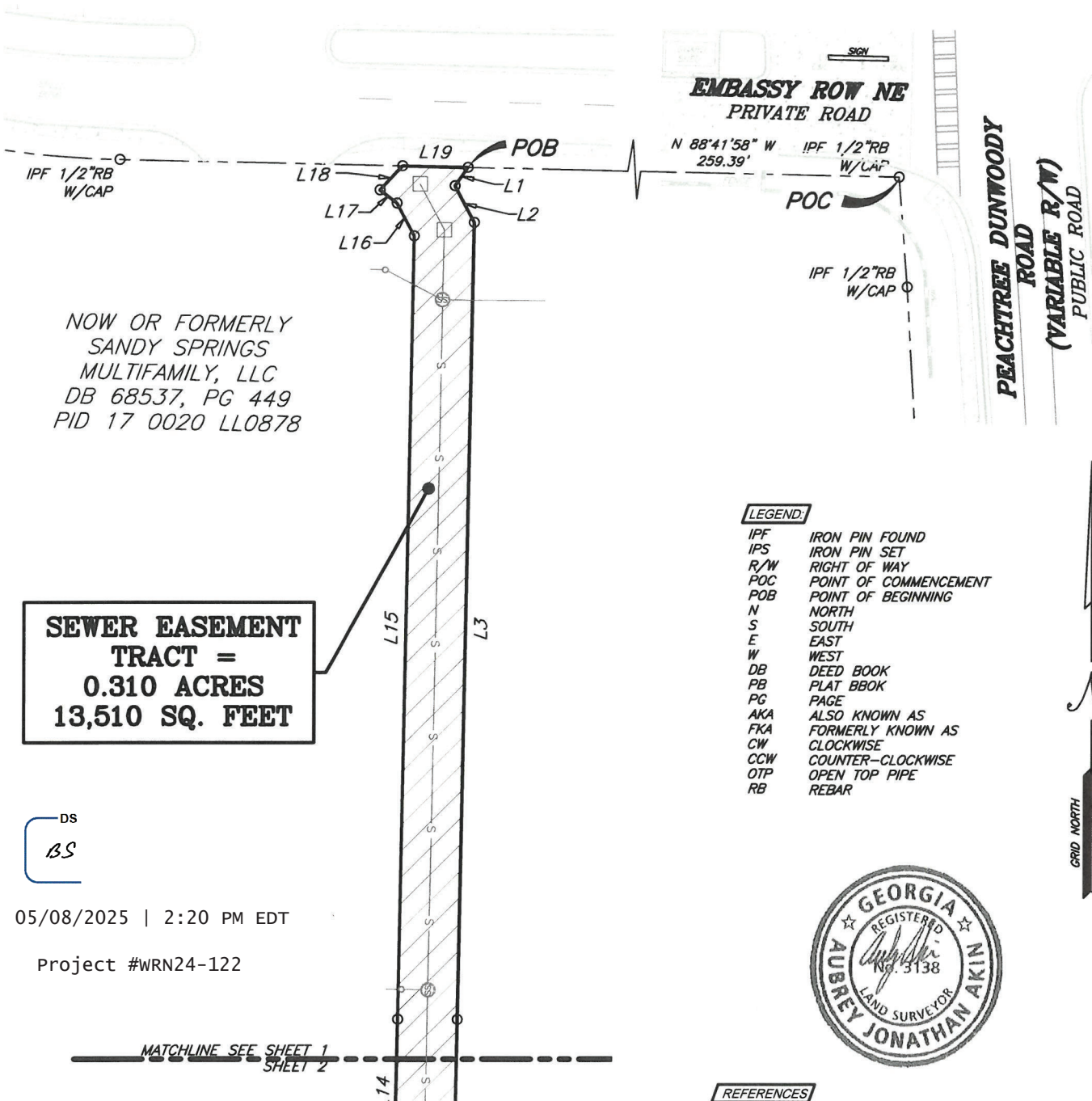
By: [Signature]
Print Name: Alan P. Dean
Title: Manager

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]



PROJECT NUMBERS
CITY OF SANDY SPRINGS: LDP-24-80



NOW OR FORMERLY
SANDY SPRINGS
MULTIFAMILY, LLC
DB 68537, PG 449
PID 17 0020 LL0878

**SEWER EASEMENT
TRACT =
0.310 ACRES
13,510 SQ. FEET**

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
R/W	RIGHT OF WAY
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
N	NORTH
S	SOUTH
E	EAST
W	WEST
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
AKA	ALSO KNOWN AS
FKA	FORMERLY KNOWN AS
CW	CLOCKWISE
CCW	COUNTER-CLOCKWISE
OTP	OPEN TOP PIPE
RB	REBAR



REFERENCES

1. ALTA/NSPS LAND TITLE SURVEY FOR TERWILLIGER PAPPAS MULTI-FAMILY PARTNERS, LLC PREPARED BY TECHNICAL SURVEY SERVICES, INC. DATED 06/20/2024

GRID NORTH
G4 WEST NAD 83

DS
BS

05/08/2025 | 2:20 PM EDT

Project #WRN24-122

MATCHLINE SEE SHEET 1
SHEET 2



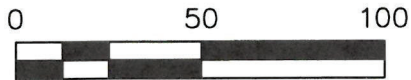
TECHNICAL SURVEY SERVICES, INC.

1641 Autumn Boulevard
Conyers, Georgia 30012
(770) 922-6391 Office
www.tss-atl.com

SEWER EASEMENT EXHIBIT A
FOR GRANTOR
SANDY SPRINGS MULTIFAMILY, LLC
LAND LOT 20 17th DISTRICT
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA
SCALE: 1"=50' DATE: 5/05/25

JOB # 2024-1103 DWG: SEWER EASEMENT

SHEET 1 OF 2



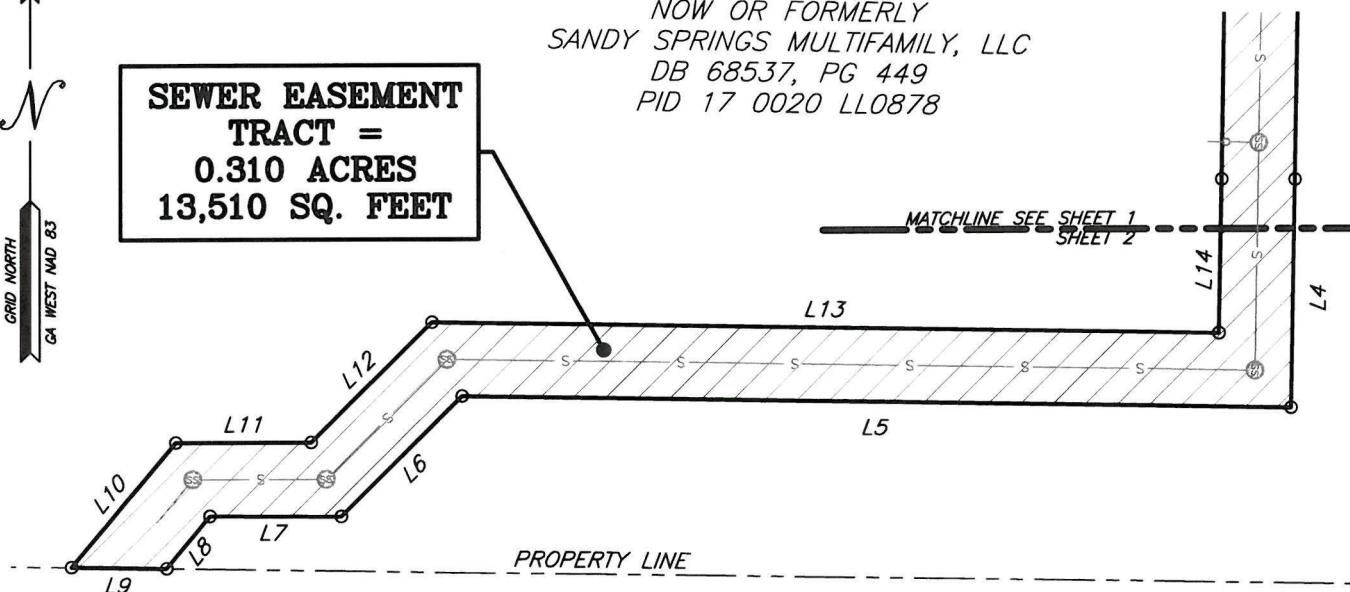
PROJECT NUMBERS

CITY OF SANDY SPRINGS: LDP-24-80



**SEWER EASEMENT
TRACT =
0.310 ACRES
13,510 SQ. FEET**

NOW OR FORMERLY
SANDY SPRINGS MULTIFAMILY, LLC
DB 68537, PG 449
PID 17 0020 LL0878



DS
BS
05/08/2025 | 2:20 PM EDT
Project #WRN24-122

NOW OR FORMERLY
COUSINS NORTHPARK OWNER
400, LLC
DB 54213, PG 627
PID 17 0019 LL0582

Fulton County Government

LEGEND

IPF IRON PIN FOUND
IPS IRON PIN SET
R/W RIGHT OF WAY
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
N NORTH
S SOUTH
E EAST
W WEST
DB DEED BOOK
PB PLAT BOOK
PG PAGE
AKA ALSO KNOWN AS
FKA FORMERLY KNOWN AS
CW CLOCKWISE
CCW COUNTER-CLOCKWISE
OTP OPEN TOP PIPE
RB REBAR



REFERENCES

1. ALTA/NSPS LAND TITLE SURVEY FOR TERWILLIGER
PAPPAS MULTI-FAMILY PARTNERS, LLC PREPARED BY
TECHNICAL SURVEY SERVICES, INC. DATED 06/20/2024

LINE	BEARING	DISTANCE
L1	S 34°42'02" W	7.51'
L2	S 27°33'13" E	13.88'
L3	S 01°02'51" W	268.12'
L4	S 01°03'59" W	62.00'
L5	N 88°58'58" W	224.95'
L6	S 45°08'11" W	46.18'
L7	N 89°50'20" W	35.63'
L8	S 39°56'28" W	18.47'
L9	N 89°03'56" W	25.72'
L10	N 39°55'18" E	43.99'
L11	N 90°00'00" E	36.82'
L12	N 45°08'11" E	46.25'
L13	S 88°58'58" E	213.43'
L14	N 01°03'59" E	41.74'
L15	N 01°01'54" E	263.49'
L16	N 27°44'52" W	12.42'
L17	N 51°56'20" W	7.27'
L18	N 43°20'00" E	11.05'
L19	S 88°41'58" E	21.95'



TECHNICAL SURVEY SERVICES, INC.

1641 Autumn Boulevard
Conyers, Georgia 30012
(770) 922-6391 Office
www.tss-atl.com

SEWER EASEMENT EXHIBIT A
FOR GRANTOR
SANDY SPRINGS MULTIFAMILY, LLC

LAND LOT 20 17th DISTRICT
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

SCALE: 1"=50'

DATE: 5/05/25

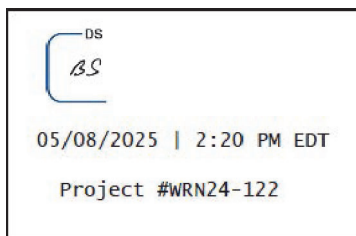
JOB # 2024-1103 DWG: SEWER EASEMENT

SHEET 2 OF 2

Legal Description of Sewer Easement

All that tract or parcel of land lying and being in Land Lot 20 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a 1/2" rebar with cap located at the intersection of the westerly Right of Way of Peachtree Dunwoody Road (Variable R/W) and the southerly Right of Way of Embassy Row NE (Private Road); thence running along the southerly Right of Way of Embassy Row NE North 088° 41' 58" West a distance of 259.39 feet to the TRUE POINT OF BEGINNING; from the point thus established and leaving said Right of Way South 34° 42' 02" West a distance of 7.51 feet to a point; thence South 27° 33' 13" East a distance of 13.88 feet to a point; thence South 01° 02' 51" West a distance of 268.12 feet to a point; thence South 01° 03' 59" West a distance of 62.00 feet to a point; thence North 88° 58' 58" West a distance of 224.95 feet to a point; thence South 45° 08' 11" West a distance of 46.18 feet to a point; thence North 89° 50' 20" West a distance of 35.63 feet to a point; thence South 39° 56' 28" West a distance of 18.47 feet to a point; thence North 89° 03' 56" West a distance of 25.72 feet to a point; thence North 39° 55' 18" East a distance of 43.99 feet to a point; thence North 90° 00' 00" East a distance of 36.82 feet to a point; thence North 45° 08' 11" East a distance of 46.25 feet to a point; thence South 88° 58' 58" East a distance of 213.43 feet to a point; thence North 01° 03' 59" East a distance of 41.74 feet to a point; thence North 01° 01' 54" East a distance of 263.49 feet to a point; thence North 27° 44' 52" West a distance of 12.42 feet to a point; thence North 51° 56' 20" West a distance of 7.27 feet to a point; thence North 43° 20' 00" East a distance of 11.05 feet to a point on the southerly Right of Way of Embassy Row NE (Private Road); thence running along said Right of Way South 88° 41' 58" East a distance of 21.95 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.310 Acres (13,510 Square Feet).





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0455

Meeting Date: 6/18/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Resolution authorizing the sale of County-owned properties consisting of rights-of-way, a permanent construction easement area, linear access and onsite improvements to the Georgia Department of Transportation located at 0 Arlington Drive NW and 4330 Fulton Industrial Boulevard SW, for the purpose of constructing roadway improvements; authorizing the Chairman to execute the deeds and related documents; authorizing the County Attorney to approve the deeds and related documents as to form and to make modifications thereto prior to execution; and for other purposes. Effective upon approval.

Requirement for Board Action

O.C.G.A. § 36-9-3(a)(3)(A) authorizes the granting of easements and rights of ways without a competitive process. Fulton County Code § 1-117 provides that the Board of Commissioners has exclusive jurisdiction and control over all property of the County.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Scope of Work: The Department of Real Estate and Asset Management (DREAM) has received two offers from the Georgia Department of Transportation (GDOT) to purchase property rights and linear

access rights. Offers were received to acquire (1) approximately 0.182 acres of right of way from County-owned property at 0 Arlington Drive NW (Tax Parcel ID # 14 0238 LL0311) and (2) approximately 0.011 acres of right of way, 1,463.32 square feet of permanent easement, 109.24 linear feet of access, an onsite sign, and 117 linear feet of chain link fence from County-owned property at 4330 Fulton Industrial Boulevard (Parcel ID # 14F0052 LL1142).

GDOT requires the aforementioned property rights and removal of the onsite sign and fencing to complete planned roadway improvements for GDOT's I-285 / I-20 Interchange Improvement Project, PROJECT NO. 0013918, which will improve traffic flow and travel safety, and reduce air pollution caused by vehicular emissions.

DREAM and GDOT have negotiated mutually acceptable financial terms of settlement for GDOT to acquire the requested property rights and the onsite sign and fencing; the fair market value of the right-of-way area being acquired from 0 Arlington Drive NW (Tax Parcel ID # 14 0238 LL0311) has been determined to be \$12,500.00, and the fair market value for the property rights and onsite improvements being acquired from 4330 Fulton Industrial Boulevard (Parcel ID # 14F0052 LL1142) has been determine to be \$93,700.00.

Community Impact: Approval of the deeds and transfers of property rights to the Georgia Department of Transportation will not adversely impact the residents of the community where the subject real properties are located, and the proposed construction is being completed to improve traffic conditions for residents and visitors to Fulton County.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the Resolution to convey the requested real property rights to the Georgia Department of Transportation to improve public travel on Interstates 20 and Interstate 285.

Project Implications: The planned construction of the I-285 / I-20 Interchange Improvement Project at the interchange from I-285 to I-20 West is expected to reduce traffic congestion, enhance roadway connectivity, and improve travel safety.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

The funds received (\$106,200.00) from the sale of the requested rights-of-way will be deposited into the General Fund.

SETTLEMENT & DISBURSEMENT STATEMENT

OWNER(S) NAME: Fulton County, Georgia

ADDRESS or LOCATION OF PROPERTY: 4330 Fulton Industrial Blvd SW, Atlanta, GA 30339

(1) GROSS PROCEEDS TO SELLER:	\$ <u>93,700.00</u>
(2) CURRENT COUNTY TAXES:	\$ _____
(3) CURRENT CITY TAXES:	\$ _____
(4) MORTGAGE PREPAYMENT PENALTY:	\$ _____
(5) RELEASE OF MORTGAGE FEE:	\$ _____
(6) RETENTION VALUE OF IMPROVEMENTS:	\$ _____
(7) PERFORMANCE BOND:	\$ _____
(8) PAYMENT(S) TO OTHER PARTIES:	

a. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____
d. _____	\$ _____

TOTAL (Line 8) \$ _____

(9) TOTAL DISBURSEMENTS (LINES 2 THROUGH 8): \$ _____

(10) SUB-TOTAL (LINE 1 LESS LINE 9): \$ 93,700.00

(11) REIMBURSEABLE EXPENSES FOR TRANSFERRING TITLE:

a. PRO-RATA SHARE TAXES (LINES 2 & 3):	\$ _____
b. MORTGAGE PREPAYMENT/RELEASE FEE (LINES 4 & 5):	\$ _____
c. OTHER APPLICABLE EXPENSES (LINE 8):	\$ _____

(12) TOTAL REIMBURSABLE EXPENSES (LINES 11 a, b, & c): \$ _____

(13) NET PROCEEDS TO SELLER (LINE 10 PLUS LINE 12): \$ 93,700.00

THE ABOVE IS THE COMPLETE, TRUE AND CORRECT AMOUNT OF FUNDS RECEIVED AND DISBURSED IN CONNECTION WITH THE ABOVE TRANSACTION.

THE UNDERSIGNED SELLER(S) ACKNOWLEDGE(S) THAT ALL LEGAL SERVICES PERFORMED BY THE CLOSING ATTORNEY WERE ON BEHALF OF THE DEPARTMENT OF TRANSPORTATION, AND NOT ON BEHALF OF THE SELLER(S), AND THAT THE SELLER(S) (WAS) (WERE) NOT GIVEN ANY LEGAL ADVICE BY THE CLOSING ATTORNEY EXCEPT THAT SELLER(S) (WAS) (WERE) ADVISED TO SECURE INDEPENDENT LEGAL COUNSEL TO INSURE THAT THE LEGAL INTERESTS AND RIGHTS OF SELLER(S) ARE PROTECTED, AND FURTHER THAT THIS STATEMENT IS A DEFENSE TO ANY ACTION OR PROCEEDING AGAINST THE CLOSING ATTORNEY OR THE DEPARTMENT OF TRANSPORTATION.

FULTON COUNTY, a political subdivision of the
State of Georgia

Gregory, Doyle, Calhoun & Rogers, LLC

By: _____

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

Jeffrey N. Gaba (DATE)

Member/Special Assistant Attorney General
(TITLE)

Attest: _____

Tonya R. Grier
Clerk to the Commission

Approved as to Form:

By: _____

Y. Soo Jo, County Attorney (DATE)

NOTE: If taxes are not withheld or were not due and payable at time of closing, seller must submit paid tax receipts for reimbursement of their Pro-Rata share to the Georgia Department of Transportation, Office of Right of Way, Relocation Section, 600 West Peachtree Street, Atlanta, Georgia 30308

D.O.T. USE ONLY

PAYEE: >	<u>Jeffery N. Gaba, Esq.</u>	\$	<u>93,700.00</u>
	<u>Gregory, Doyle, Calhoun & Rogers, LLC</u>	\$	<u> </u>
	<u>49 Atlanta Street</u>	\$	<u> </u>
	<u>Marietta, GA 30060</u>	\$	<u> </u>
	TOTAL	\$	<u>93,700.00</u>

PROJECT NO.	<u>I-285/I-20 West Interchange Improvements</u>
COUNTY:	<u>FULTON</u>
PARCEL NO.	<u>7A</u>
P.I. NO.	<u>0013918</u>

PROPERTY OWNER'S AFFIDAVIT

GEORGIA, FULTON COUNTY

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in said State and County, **Robert L. Pitts**, who after being duly sworn, deposes and says upon oath:

That affiant is the **Chairman of the Fulton County Board of Commissioners**, owner in fee simple of the improvements shown on Attachment "A" hereto.

Further, that the improvements situated on said real estate are within the limits of said described property and that there has been no violation of any restrictions that may have been imposed on said lands nor has any interest in same been sold or conveyed or any change made in the improvements thereon since said lands were inspected as aforesaid.

Further, that the owner or owners named above is in indisputable possession of said described lands and knows of no one claiming under any unrecorded bond for title of any nature of claiming any interest in said lands whatsoever; except as may be set out below;

Further, that there are no leases, either recorded of record, unrecorded, or otherwise, currently in effect or terminated in contemplation of the acquisition or purchase by the Georgia Department of Transportation (hereinafter the "Department") of the real estate shown on Attachment "A" hereto, except as may be set out below;

Further, that there are no suits, judgments, bankruptcies or executions pending against the owner or owners named above in any court relating to the subject property or which could in any way affect the title to said lands or constitute a lien thereon, and that the owner or owners named above is not surety on the bond of any county or county official or any other bond that through default of the principal therein a lien would be created superior to the deed mentioned above, nor are there any loan deeds, trust deeds, mortgages, or liens of any nature whatsoever unsatisfied against said lands except as set out below;

Further, that there are no unpaid bills of any nature either for labor or materials or for architects', surveyors', or other services rendered or used on the improvement of said real estate, except as set out below, which constitute or might constitute any lien upon said real estate.

The owner or owners named above for their part acknowledges that this Affidavit is made and given to the Department in connection with and for purposes of inducing the Department in its acquisition or purchase of the real estate shown on Attachment "A" thereto and, further, agrees to indemnify and hold harmless the Department from any and all claims for compensation or benefits made by any party or individual claiming through or under any interest in the property or business now or formerly situated or operating on said property, against the Department other than as may be set forth herein below.

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s),

this _____ day of _____, _____.

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

FULTON COUNTY, a political subdivision of the State of Georgia

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

Witness

Attest: _____
Tonya R. Grier
Clerk to the Commission

[Notarial Seal]

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

EXCEPTIONS:

1. Easement from Fulton County to Georgia Power Company, dated November 7, 1956, filed December 20, 1956, and recorded in Deed Book 3180, Page 318, Fulton County, Georgia records.
2. Relinquishment of access rights (except where designated by the Department of Transportation) as contained in that certain Right of Way Deed from Fulton County to the State Highway Department of Georgia, dated December 9, 1961, filed December 3, 1961, and recorded in Deed Book 3736, Page 439, aforesaid records.
3. Relinquishment of access rights (except where designated by the Department of Transportation) as contained in that certain Right of Way Deed from Fulton County to the State Highway Department of Georgia, dated December 9, 1961, filed December 3, 1961, and recorded in Deed Book 3736, Page 443, aforesaid records.
4. Restrictions contained in that certain Warranty Deed from Fulton County to West Expressway Development Corporation, dated May 16, 1962, and recorded in Deed Book 3886, Page 375, aforesaid records.
5. Covenants and easement contained in that certain Warranty Deed from Atlanta Motor Lodges, Inc. to Cities Service Oil Company, dated July 31, 1967, filed August 1, 1967, and recorded in Deed Book 4770, Page 40, aforesaid records, as corrected by Corrective Warranty Deed, dated August 7, 1967, filed August 8, 1967, and recorded in Deed Book 4773, Page 198, aforesaid records.
6. Easements as contained in that certain Right of Way Deed from Atlanta Motor Lodge, Inc. to the State Highway Department of Georgia, dated September 23, 1967, filed November 27, 1967, and recorded in Deed Book 4824, Page 410, aforesaid records.

7. Easement from H & R Development Corp. to Georgia Power Company, dated July 25, 1973, filed January 14, 1974, and recorded in Deed Book 5975, Page 320, aforesaid records.
8. Restrictive Covenant by and between Innkash, Inc. and McDonald's Corporation, which nominee is Golden Arch Limited Partnership, dated September 20, 1995, filed August 28, 1995, and recorded in Deed Book 19968, Page 333, aforesaid records.
9. Reciprocal Easement by and between Innkash, Inc. and Golden Arch Limited Partnership, dated July 19, 1995, filed September 5, 1995, and recorded in deed Book 19978, Page 292, aforesaid records; as amended by that certain Amendment to Reciprocal Easement Agreement filed September 5, 1995, and recorded in Deed Book 19978, Page 301, aforesaid records.
10. Limited access along Interstate 20, which the subject property abuts.

EXHIBIT "A"

P. I. NO.: 0013918
PARCEL NO.: 7A
COUNTY: Fulton
DATE OF R/W PLANS: November 1, 2024
REVISION DATE: N/A

All that tract or parcel of land lying and being in Land Lot 52 of the 14th Land District and/or 1289th Georgia Militia District of Fulton County, Georgia, being more particularly described as follows:

Right of Way

Beginning at a point 45.00 feet right of and opposite Station 804+49.23 on the construction baseline of Ramp DE108 on Georgia Highway P.I. No. 0013918; running thence S 79°35'23.1" E a distance of 110.49 feet to a point 36.59 feet right of and opposite station 805+59.40 on said construction baseline laid out for Ramp DE108; thence S 21°05'46.7" W a distance of 8.46 feet to a point 45.00 feet right of and opposite station 805+58.47 on said construction baseline laid out for Ramp DE108; thence N 75°13'35.7" W a distance of 109.24 feet back to the point of beginning. Consisting of 0.011 acres more or less.

Limited Access

Herein granted are 109.24 linear feet of access rights: Beginning at a point 45.00 feet right of and opposite Station 804+49.23 on the construction baseline of Ramp DE108 on Georgia Highway P.I. No. 0013918; running thence S 75°13'35.7" E a distance of 109.24 feet to a point 45.00 feet right of and opposite station 805+58.47 on said construction baseline laid out for Ramp DE108.

Permanent Easement for the Construction and Maintenance of Slopes and Noise Barrier

Also, granted is the right to construct and maintain any required slopes and noise barrier within the easement area shown on the attached plat.

Beginning at a point 48.76 feet right of and opposite Station 804+00.00 on the construction baseline of Ramp DE108 on Georgia Highway P.I. No. 0013918; running thence S 79°35'21.1" E a distance of 49.37 feet to a point 45.00 feet right of and opposite station 804+49.23 on said construction baseline laid out for Ramp DE108; thence S 75°13'35.7" E a distance of 109.24 feet to a point 45.00 feet right of and opposite station 805+58.47 on said construction baseline laid out for Ramp DE108; thence S 21°02'06.3" W a distance of 2.35 feet to a point 47.34 feet right of and opposite station 805+58.21 on said construction baseline laid out for Ramp DE108; thence N 83°56'43.6" W a distance of 2.44 feet to a point 47.71 feet right of and opposite station 805+55.80 on said construction baseline laid out for Ramp DE108; thence S 32°48'17.5" W a distance of 7.67 feet to a point 55.00 feet right of and opposite station 805+53.43 on said construction baseline laid out for Ramp DE108; thence N 75°13'35.7" W a distance of 153.43 feet to a point 55.00 feet right of and opposite station 804+00.00 on said construction baseline laid out for Ramp DE108; thence N 14°46'24.3" E a distance of 6.24 feet back to the point of beginning. Consisting of 0.034 acres more or less.

After recording return to:

Jeffrey N. Gaba, Esq.

Gregory Doyle Calhoun & Rogers, LLC

49 Atlanta Street

Marietta, GA 30060

GADOT.240160

STATE OF GEORGIA
COUNTY OF FULTON

QUITCLAIM DEED

THIS INDENTURE is made as of this ____ day of _____, 2025, by and between **Fulton County, Georgia**, (hereinafter called "Grantor"), and **Department of Transportation** (hereinafter referred to as a "Grantee"). The words "Grantor" and "Grantee" to include their respective successors, heirs, legal representatives and assigns where the context requires or permits.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained, sold, remised, released, conveyed and forever quitclaimed, and by these presents does bargain, sell, remise, release, convey and forever quitclaim unto Grantee all of Grantor's interest in that certain tract or parcel of land being particularly described on **Exhibit "A"**, attached hereto and made a part hereof and as shown on the plat of the property prepared by the Department of Transportation, dated November 1, 2024, said plat attached hereto and made a part of this deed as **Exhibit "B"**.

TO HAVE AND TO HOLD said tract or parcel of land, together with said rights, members, easements and appurtenances, so that neither Grantor nor any person claiming under Grantor shall at any time by any means or ways have, claim or demand any right, title or interest in or to said land or any of the rights, members, easements and appurtenances thereof.

SIGNATURES ON THE FOLLOWING PAGE

Parcel 7A

IN WITNESS WHEREOF, Grantors has caused this deed to be executed and sealed as of the day and year first above written.

Signed, Sealed and Delivered

This ____ day of _____, 2025

In the presence of:

**Fulton County, a political subdivision of the State
of Georgia**

By: _____

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

Unofficial Witness

Attest: _____

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

Notary Public [SEAL]

APPROVED AS TO FORM

By: _____

Y. Soo Jo, County Attorney

EXHIBIT "A"

P. I. NO.: 0013918
PARCEL NO.: 7A
COUNTY: Fulton
DATE OF R/W PLANS: November 1, 2024
REVISION DATE: N/A

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PROJECT: I-285/I-20 West Interchange Improvements
P.I. NO.: 0013918
PARCEL NO.: 7A

State of Georgia
Department of Transportation

IRS REPORTING INFORMATION

1. Address and/or legal description of conveyed property:

4330 Fulton Industrial Blvd SW, Atlanta, GA 30339

2. Residential Property (1 to 4 units): Yes No ☒

3. Contract Sales Price (Gross Proceeds): \$93,700.00

4. TAXPAYER IDENTIFICATION NUMBER and Division of Interest:

(Social Security or Employer Identification) _____

<u>Seller(s) Name</u>	<u>Tax ID Number</u>	<u>Division of Interest</u>
<u>Fulton County, Georgia</u>		<u>100%</u>

5. Correct Mailing Address of Seller(s): 141 Pryor Street SW, Atlanta, GA 30303

6. ALLOCATION OF THE GROSS PROCEEDS:

(See Attached Settlement and Disbursement Statement)
or

(See Attached Appraiser's Affidavit – Page 13)

The undersigned acknowledge(s) that the Internal Revenue Service requires the above transaction to be reported and requires an accurate disclosure of the above information. The undersigned warrant(s) that the above information is true and correct and acknowledge(s) that the above information will be submitted to the Internal Revenue Service with other information required by the Internal Revenue Service concerning the sale of the above property this date. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

FULTON COUNTY, a political subdivision of the
State of Georgia

Date of Closing

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

Gregory, Doyle, Calhoun & Rogers, LLC

Closing Official and Title

Attest: _____
Tonya R. Grier
Clerk to the Commission

Approved as to Form:

By: _____
Y. Soo Jo, County Attorney



Option for Right of Way

GEORGIA, FULTON COUNTY

PI#: 0013918

PARCEL: 7A

Received of **Georgia Department of Transportation**, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of **\$93,700.00** when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the **I-285 / I-20 West Interchange Improvements** being Parcel **7A** consisting of **0.011 acres or 459.14 square feet** in fee and **1,463.32 square feet** of permanent easement for the construction and maintenance of slopes and noise barrier and **109.24 linear feet** of Access Rights on Georgia Highway Project Identification Number **0013918**.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than 60 days from date of execution of a deed and easements or 90 days from the date initial notice that relocation benefit availability was provided, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two-month period stated above, the person will be required to pay a rental fee of **\$N/A**, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

SPECIAL PROVISIONS (Realty Items ONLY)

Grantor may retain title to **N/A** for sum of **\$N/A (40% of improvement value)** which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within **30** calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the county of **Fulton** harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of **\$N/A (20% of improvement value)** which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event, grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation. **I (We) do (do not) elect to retain improvements as set out in this Special Provision.**

OTHER PROVISIONS (Non-realty Items - Cost to Cure and Trade Fixtures)

This Offer includes a Cost to Cure payment of **\$12,155.00**. If the Cost to Cure compensates for: 1) replacement of necessity (well or septic) or 2) removal of items from the acquisition, then a Performance Bond of **\$2,431.00 (20% per item)** will be withheld. This amount will be returned upon satisfactory replacement or removal of **fencing**.

This Offer includes a Trade Fixture payment of **\$77,500.00** for certain non-realty items located in the acquisition. If I wish to relocate any of these items (yes or no), a Performance Bond of **\$15,500.00 (20% per item)** will be withheld. This amount will be returned upon satisfactory removal of Trade Fixture.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, and said plans being identified as Project Identification Number **0013918**.

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional **N/A acres** of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of **\$N/A** which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land is shown on the attached plat as the remainder of Parcel No. **N/A**.

I (We) do (do not) elect to execute and deliver Parcel N/A R deed.

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

FULTON COUNTY, a political subdivision of the State of Georgia

Witness

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

[Notarial Seal]

Attest: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____ (DATE)

TITLE: _____

ACKNOWLEDGEMENT OF ACCESS CONTROL

Project No.: I-285 / I-20 West Interchange Improvements

County: Fulton

Parcel No.: 7A

Owners: Fulton County, a Political Subdivision of the State of Georgia

I, the above named, do hereby certify that I am aware that certain access rights are being acquired as part of the acquisition of Subject parcel.

A representative of the Department of Transportation has explained in detail the location of the access rights being acquired to the degree that I am fully aware of the location of the access control and understand exactly the access, if any, which my remaining land will have after the execution of the deed for Subject parcel.

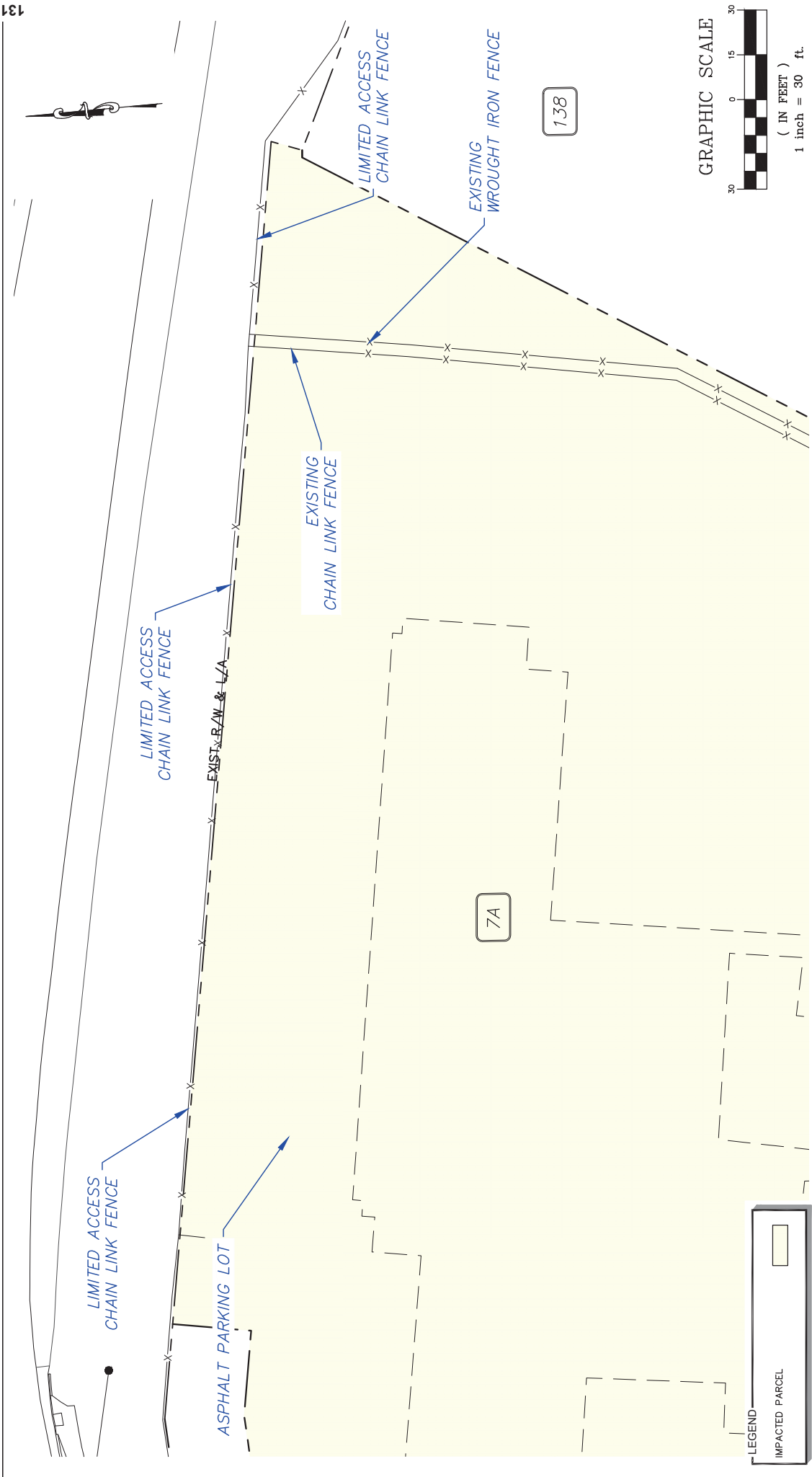
FULTON COUNTY, a political subdivision of the
State of Georgia

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

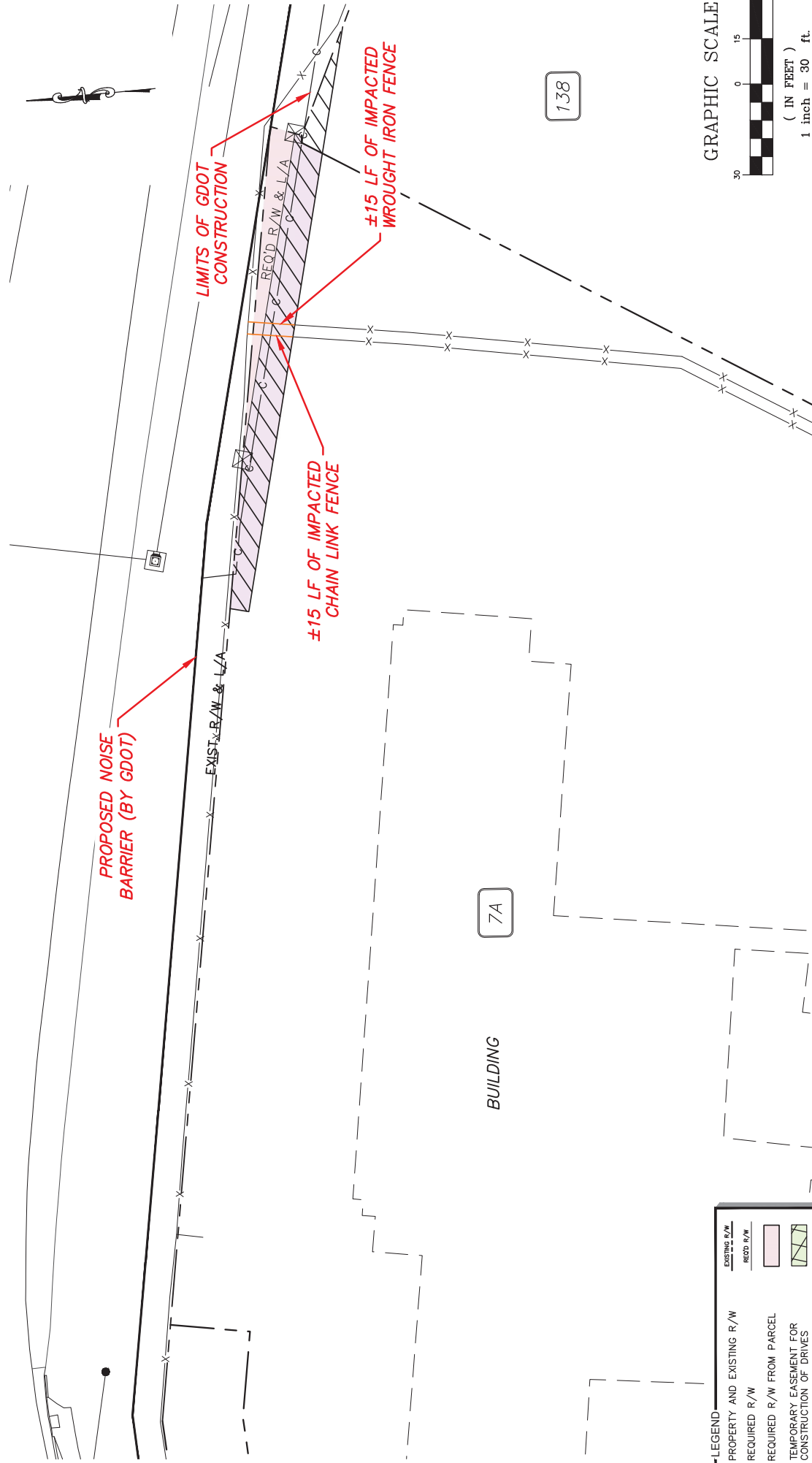
Attest: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney



 PARAGON CONSULTING GROUP 350 airport road griffin, georgia 30224 phone (770) 412-7700 fax (770) 412-7744	GDOT EXISTING CONDITIONS PLAN FULTON COUNTY GDOT PROJECT (0013918), PARCEL 7A FULTON COUNTY, GEORGIA		Drawn By: JBG/KLB	Issue Date: SEPT 2024
			Checked By: BKU	Project No. PCG3202-23068
3				



LEGEND

PROPERTY AND EXISTING R/W	EXISTING R/W
REQUIRED R/W	REQ'D R/W
REQUIRED R/W FROM PARCEL	
TEMPORARY EASEMENT FOR CONSTRUCTION OF DRIVES	

PARAGON
CONSULTING GROUP

350 airport road griffin, georgia 30224
phone (770) 412-7700 fax (770) 412-7744

GDOT PROPOSED CONDITIONS PLAN
FULTON COUNTY
GDOT PROJECT (0013918), PARCEL 7A
FULTON COUNTY, GEORGIA

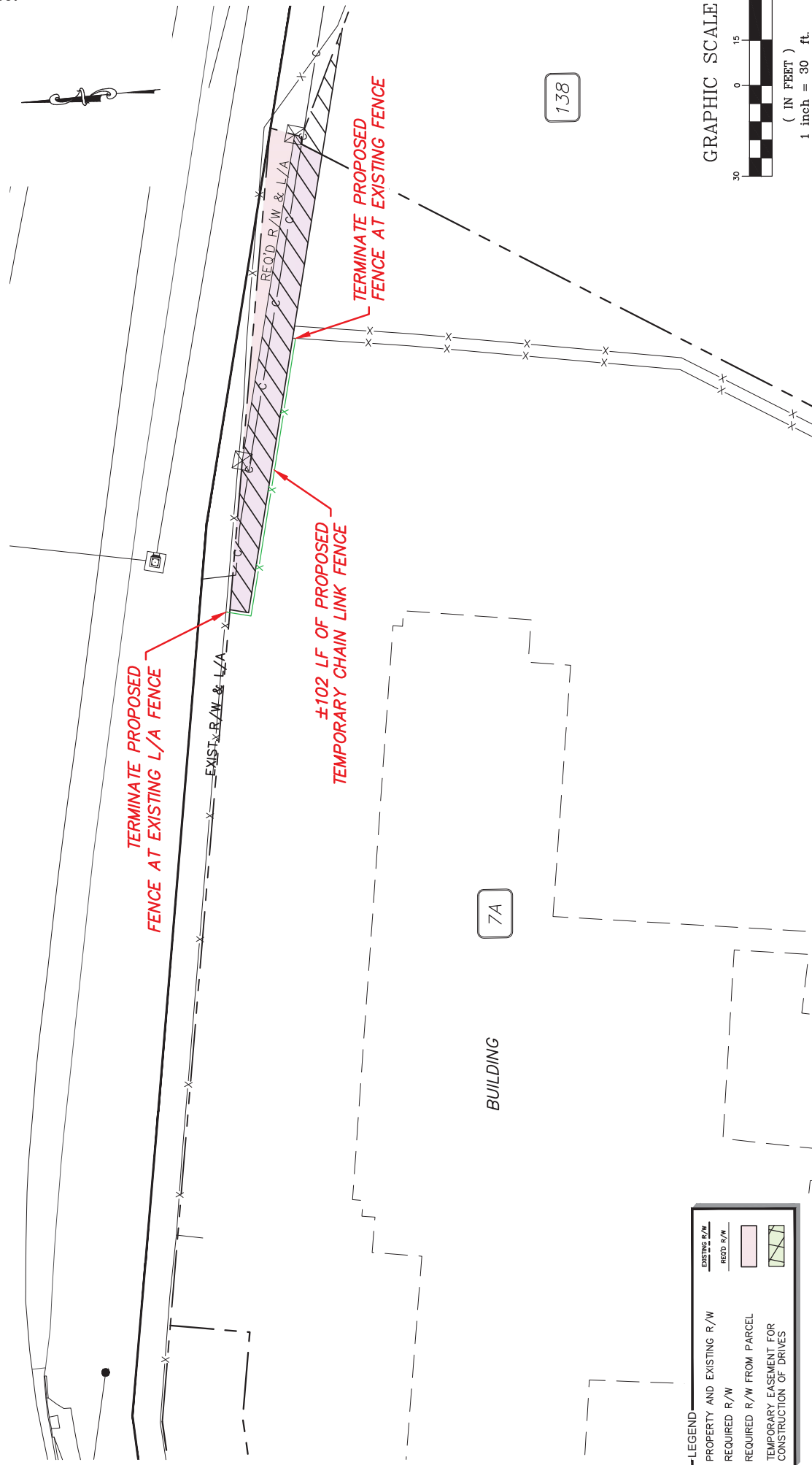
Drawn By:
JBG/KLB

Checked By:
BKU

Issue Date:
SEPT 2024

Project No.
PCG3202-23068

4



LEGEND

PROPERTY AND EXISTING R/W	EXISTING R/W
REQUIRED R/W	REQ'D R/W
REQUIRED R/W FROM PARCEL	
TEMPORARY EASEMENT FOR CONSTRUCTION OF DRIVES	

PARAGON
CONSULTING GROUP

350 airport road griffin, georgia 30224
phone (770) 412-7700 fax (770) 412-7744

GDOT INTERMEDIATE CONDITIONS PLAN
FULTON COUNTY
GDOT PROJECT (0013918), PARCEL 7A
FULTON COUNTY, GEORGIA

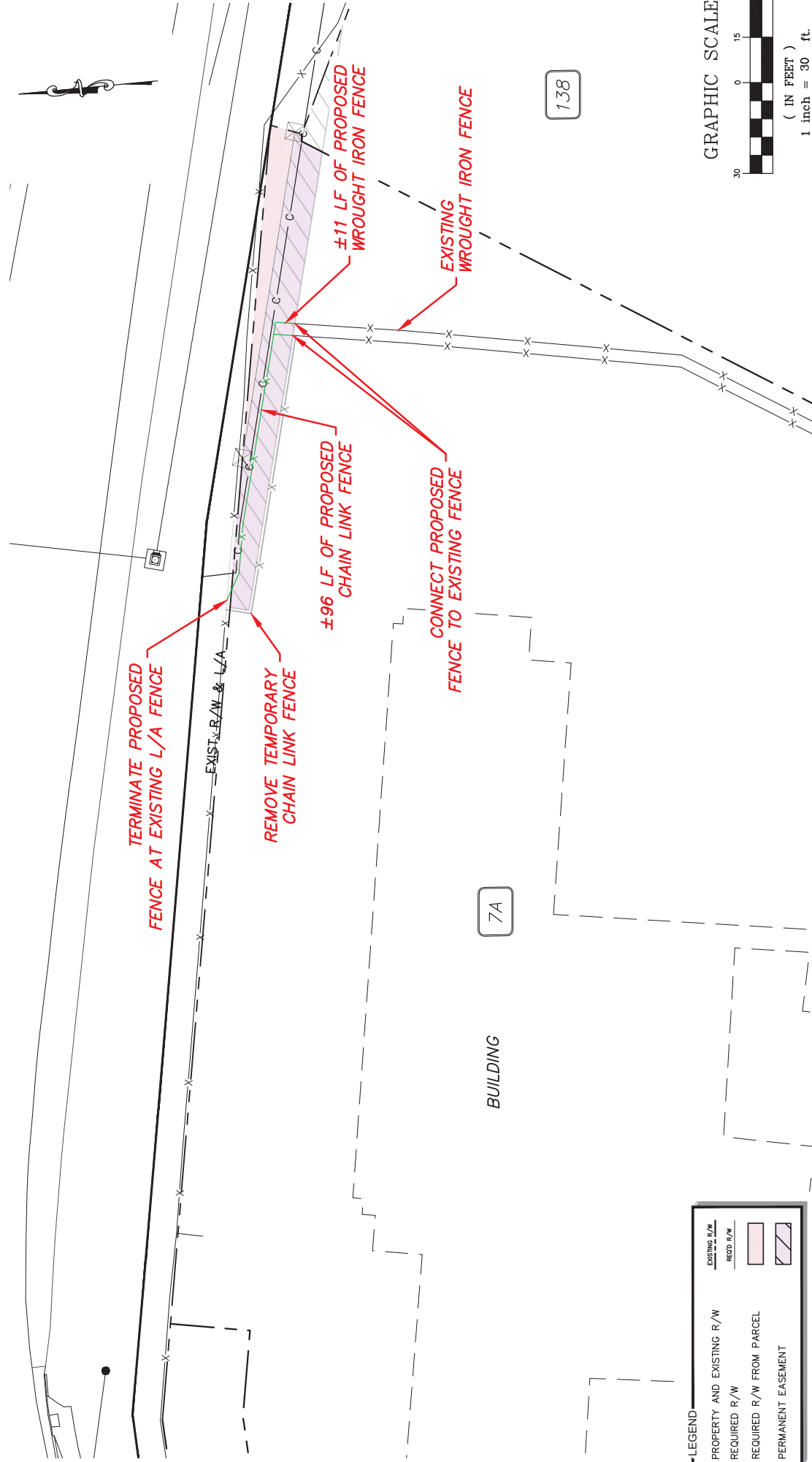
Drawn By:
JBG/KLB

Checked By:
BKU

Issue Date:
SEPT 2024

Project No.
PCG3202-23068

5



PARAGON
CONSULTING GROUP
350 airport road griffin, georgia 30224
phone (770) 412-7700 fax (770) 412-7744

GDOT FINAL CONDITIONS PLAN
FULTON COUNTY
GDOT PROJECT (0013918), PARCEL 7A
FULTON COUNTY, GEORGIA

Drawn By:
JBG/KLB

Issue Date:
SEPT 2024

Checked By:
BKU

Project No.
PCG3202-23068

6

NOTICE OF LEGAL REPRESENTATION

Purchaser: Georgia Department of Transportation

Seller(s): **Fulton County, Georgia**

Date of Closing: _____

Closing Attorney: GREGORY, DOYLE, CALHOUN & ROGERS, LLC

The undersigned party acknowledges that this transaction has been closed by the Closing Attorney and that the Closing Attorney was designated to close this transaction by and on behalf of the Purchaser. Closing Attorney accordingly represented the Purchaser in this transaction. Closing Attorney did not represent Seller(s) or any other party (other than Purchaser) in connection with this transaction. The undersigned finally acknowledge that they did not receive or rely upon any advice from Closing Attorney regarding this transaction and that such advice, if obtained, was provided by an attorney other than Closing Attorney.

**Fulton County, a political subdivision of the State
of Georgia**

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

Attest: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

By: _____
Y. Soo Jo, County Attorney

1 A RESOLUTION AUTHORIZING THE SALE OF COUNTY-OWNED PROPERTIES
2 CONSISTING OF RIGHTS-OF-WAY, A PERMANENT CONSTRUCTION EASEMENT
3 AREA, LINEAR ACCESS AND ONSITE IMPROVEMENTS TO THE GEORGIA
4 DEPARTMENT OF TRANSPORTATION LOCATED AT 0 ARLINGTON DRIVE NW AND
5 4330 FULTON INDUSTRIAL BOULEVARD SW, FOR THE PURPOSE OF
6 CONSTRUCTING ROADWAY IMPROVEMENTS; AUTHORIZING THE CHAIRMAN TO
7 EXECUTE THE DEEDS AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY
8 ATTORNEY TO APPROVE THE DEEDS AND RELATED DOCUMENTS AS TO FORM
9 AND TO MAKE MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR
10 OTHER PURPOSES.

11
12 **WHEREAS**, Fulton County, Georgia ("Fulton County") is a political subdivision of
13 the State of Georgia, existing as such under and by the Constitution, statutes, and laws
14 of the State of Georgia; and

15 **WHEREAS**, Fulton County has fee simple ownership of the subject real properties
16 and all improvements located at:

17 (1) 0 Arlington Drive NW, Atlanta, Georgia (Tax Parcel ID # 14 0238 LL0311); and
18 (2) 4330 Fulton Industrial Boulevard SW, Atlanta, Georgia (Tax Parcel ID
19 #14F0052 LL1142);

20 all located in Fulton County, more particularly depicted in Exhibits "A-1" and "A-2",
21 attached hereto and incorporated herein by reference (collectively, the "Properties"); and

22 **WHEREAS**, the Georgia Department of Transportation ("GDOT") desires to
23 construct roadway and drainage improvements as part of the I-285 / I-20 Interchange
24 Improvement Project, Project No. 0013918 (the "Project"), to promote the efficiency of
25 traffic flow in Fulton County; and

26 **WHEREAS**, GDOT requires access to and areas of the Properties for completion
27 of the Project; and

28 **WHEREAS**, GDOT has submitted a request to the Fulton County Department of
29 Real Estate and Asset Management ("DREAM") to acquire rights of way, linear access
30 rights, and easement rights from the following properties:

1 (1) 0 Arlington Drive NW, Atlanta, Georgia, approximately 0.182 acres of right of
2 way (Tax Parcel ID# 14 0238 LL0311); and

3 (2) 4330 Fulton Industrial Boulevard SW, Atlanta, Georgia, approximately 0.011
4 acres of right of way, 1,463.32 square feet of permanent easement for
5 construction and maintenance of slopes and noise barrier, and 109.24 linear
6 feet of access including removal of an onsite sign and fencing (Tax Parcel ID #
7 14F0052 LL1142)

8 (collectively, the "Property Rights") all located in Fulton County; and

9 **WHEREAS**, GDOT completed market value assessments for the Property Rights,
10 which determined the market value for each parcel to be \$12,500.00 and \$93,700.00,
11 respectively; and

12 **WHEREAS**, Fulton County and GDOT have negotiated mutually acceptable terms
13 to sell the requested Property Rights to GDOT for the total fair market value of
14 \$106,200.00 to facilitate the Project; and

15 **WHEREAS**, O.C.G.A. § 36-9-3(a)(3)(A) authorizes the granting of easements and
16 rights of ways without a competitive process; and

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

20 **NOW THEREFORE BE IT RESOLVED**, that the Fulton County Board of
21 Commissioners hereby approves the sale of County-owned real properties as follows:

22 (1) 0 Arlington Drive NW, Atlanta Georgia, approximately 0.182 acres of right of
23 way (Tax Parcel ID # 14 0238 LL0311); and

(2) 4330 Fulton Industrial Boulevard SW, Atlanta, Georgia, approximately 0.011 acres of right of way, 1,463.32 square feet of permanent easement for construction and maintenance of slopes and noise barrier, and 109.24 linear feet of access including removal of an onsite sign and fencing (Tax Parcel ID # 14F0052 LL1142)

all located in Fulton County, and more particularly depicted in Exhibits “A-1” and “A-2”, attached hereto and incorporated herein by reference, to the Georgia Department of Transportation (“GDOT”) for the total sum of \$106,200.00, for the purpose of constructing the Georgia Department of Transportation’s (“GDOT”) I-285 / I-20 Interchange Improvement Project, Project No. 0013918, to promote the efficiency of traffic flow in Fulton County.

BE IT FURTHER RESOLVED that the Chairman of the Fulton County Board of Commissioners is hereby authorized and directed to execute and deliver the deeds for the requested rights-of-way, easement, and limited access rights, in substantially the forms attached hereto as Exhibits “B-1” and “B-2,” and all related documents to GDOT to complete the transfer of Property Rights.

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

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

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

**FULTON COUNTY BOARD OF
COMMISSIONERS**

Robert L. Pitts, Chairman (At-Large)

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Exhibit A-1

0 Arlington Drive NW (14 0238 LL0311)

PRELIMINARY PLANS

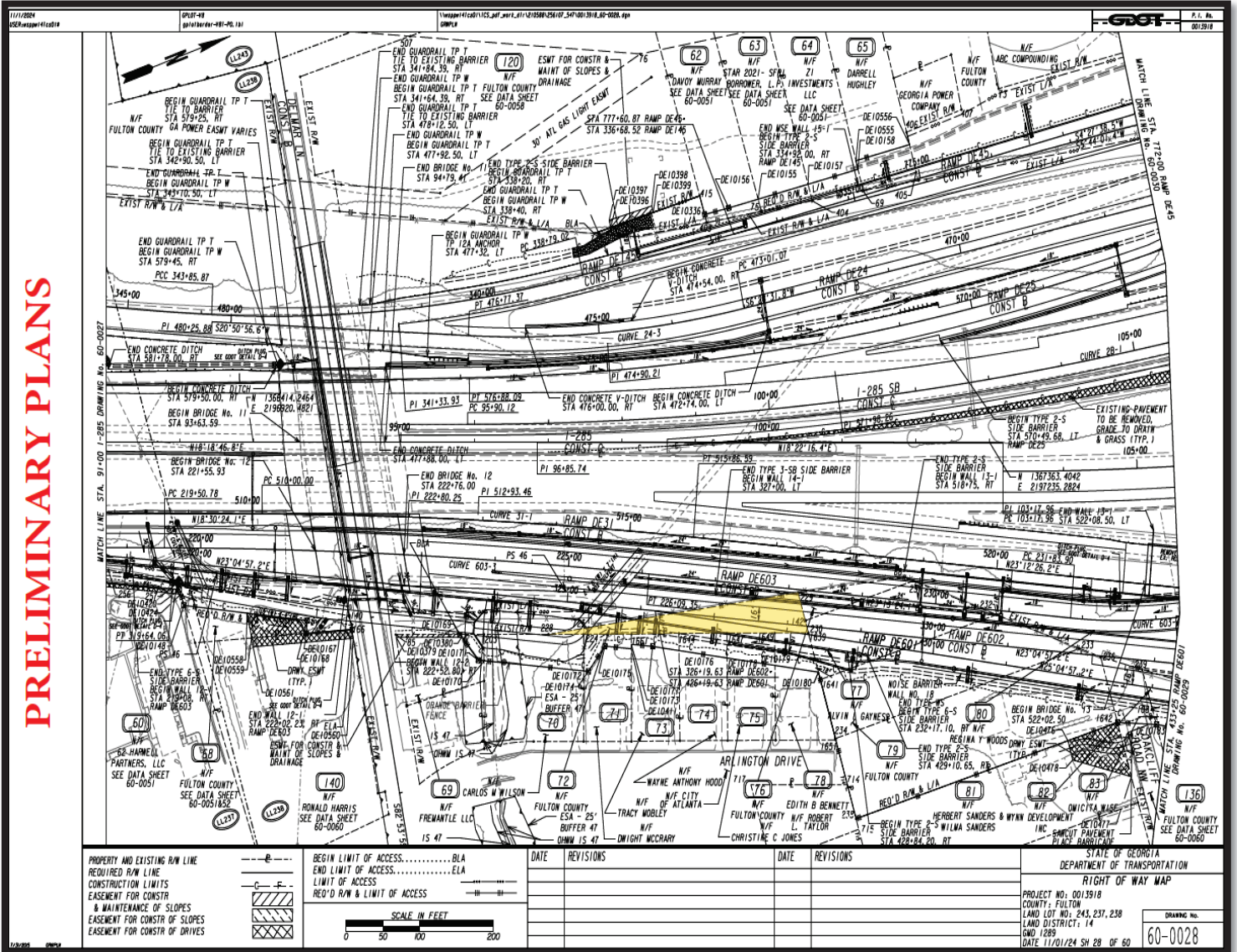


Exhibit A-2

4330 Fulton Industrial Blvd (14F0052 LL1142)

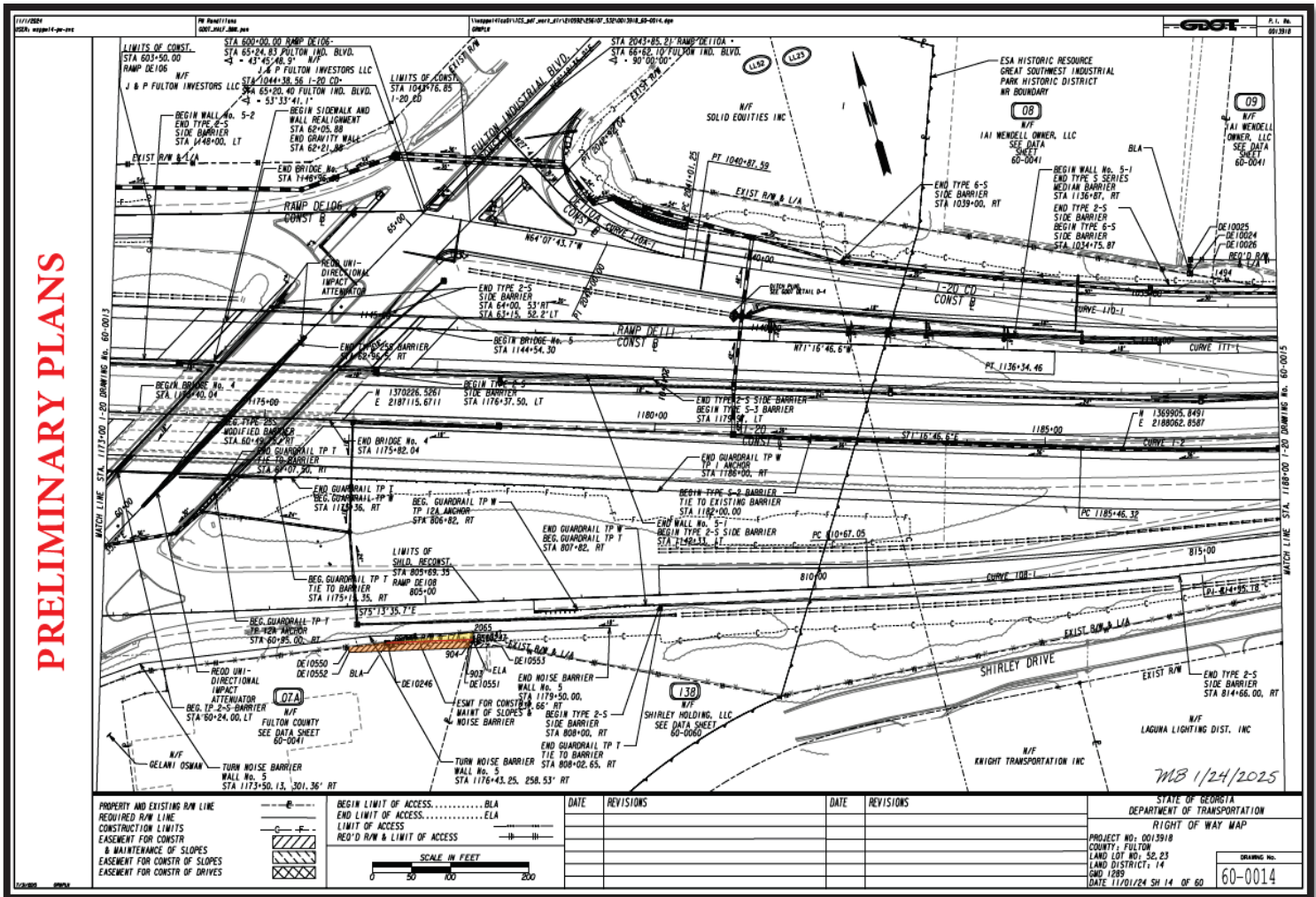


Exhibit B-1

Form of Deed for 0 Arlington Drive NW (14 0238 LL0311)

Exhibit B-2

Form of Deed for 4330 Fulton Industrial Blvd (14F0052 LL1142)



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

DATE: January 24, 2025

Fulton County, a Political Subdivision of the State of Georgia
c/o Michael Graham
141 Pryor Street SW
6th Floor
Atlanta, GA 30303

RE: PROJECT: I-285 / I-20 West Interchange
PARCEL: 7A

COUNTY: Fulton
P.I. #: 0013918

Dear Mr. Graham:

The Department is in the process of purchasing property to improve the roadway designated above. In order to make this project possible, **0.011 acres or 459.14 square feet** of your property in fee and **1,463.32 square feet** of permanent easement for the construction and maintenance of slopes and noise barrier for **I-285 / I-20 West Interchange Improvements** will be needed. In addition, **109.24 linear feet** of access rights will be required. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who, after careful consideration, have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be **\$93,700.00**. The attached form, entitled "Summary Statement Basis for Just and Adequate Compensation", separates certain elements comprising the above listed value.

Our Right of Way Specialist, **Michelle Brock**, located at **2915 Premiere Parkway, Suite 120, Duluth, GA 30097**, **Email: mbrock@thcinc.net**, **Phone: (770) 540-8254** representing the Department, is authorized to explain this and discuss the full effect of the purchase and your rights as provided by law. She will also provide you with a brochure, which comprehensively outlines the procedures used in purchasing rights of way.

If you will agree to the terms expressed herein by signing the enclosed "Option for Right of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Sincerely,

Matthew Fowler, PTP
Planning and Procurement Chief/Project Manager
Georgia Department of Transportation

BY:

Matthew Carroll
Right of Way Consultant Acquisition Manager

Attachment(s)
cc: MB:mb

Summary Statement Basis For Just and Adequate Compensation

1. PROJECT #: 0013918	County: Fulton	Parcel: 7A
2. OWNER NAME/MAILING ADDRESS:	Fulton County, a Political Subdivision of the State of Georgia 141 Pryor Street SW, 6 th Floor, Atlanta, GA 30303	
3. PROPERTY ADDRESS: 4330 Fulton Industrial Blvd. SW, Atlanta, GA 30336		
4. FAIR MARKET VALUE (see attached Market Data Information): \$93,700.00		

Right of Way: 459.14 SF @ \$3.00/SF =	\$ 1,377.00
Permanent Easement: 1,463.32 SF @ \$3.00/SF @ 60% =	\$ 2,634.00
Temporary Easement:	\$ N/A
Limited Access:	\$ N/A
Estimated Value of Improvement(s):	\$ N/A
Cost to Cure: fencing	\$ 12,155.00
Damages to Trade Fixtures: tower sign/light fixture replacement	\$ 77,500.00
Estimated Value of all consequential or severance damages:	\$ N/A
Estimated Value of REMAINDER:	\$ N/A

TOTAL ESTIMATED FAIR MARKET VALUE: Without the Remainder	\$ 93,700.00 (Rounded)
Including the Remainder	\$ N/A

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

5. Division of Interests

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
Fulton County, a Political Subdivision of the State of Georgia	Fee	\$93,700.00
Total Estimated Fair Market Value:		\$93,700.00

6. If you wish to retain and remove the items listed in the Special/Other Provision section on the Option for Right of Way GDOT will:

- (a) Deduct at Closing \$ N/A (Retention Value)
- (b) Deduct at Closing \$ 17,931.00 (Performance Bond)

Total Withheld at Closing \$ 17,931.00

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: January 24, 2025

PREPARED BY:

Michelle Brock

Staff Negotiator



Availability of Incidental Payments: Claim Form

		PROJECT #		I-285 / I-20 West Interchange Improvements	
PI#	0013918	COUNTY	Fulton	PARCEL	7A
OWNER NAME/MAILING ADDRESS		Fulton County, a Political Subdivision of the State of Georgia/141 Pryor Street SW, 6 th Floor, Atlanta, GA 30303		DATE:	January 24, 2025
PHONE #:	404-612-7884	SOCIAL SECURITY # OR FEI# (include SSN for each property owner)			
PROPERTY ADDRESS:		4330 Fulton Industrial Blvd. SW, Atlanta, GA 30336			

This is to advise you that due to the acquisition of the above project and parcel, you are eligible for reimbursement for expenses you may have incurred due to the Georgia Department of Transportation purchasing your property. These expenses may include: 1. Pro-rata portion of taxes, and 2. Survey work. Pro-rata tax deductions are normally handled at closing on a total acquisition situation. However, if they are not, or in the event of condemnation, it will be **your** responsibility to provide to the Department of Transportation copies of your paid receipt(s) as described in Property Tax Payments section below.

1. Property Tax Payments are handled as follows:

- A. **For Total Acquisition of your property (by GDOT)**, a deduction for your pro-rata share of the taxes will be withheld at closing. Then, upon your receipt of your property tax bill for the current year of acquisition, you should immediately forward the property tax bill to the Department (at the address below) along with this letter for the Department's proper payment to the tax authority.
- B. **For Partial Acquisition of your property (by GDOT)**, the Department will reimburse you for the pro-rata share of taxes on the portion of property acquired by the Department. In order to apply for this reimbursement, you will need to send a copy of your paid tax bill receipt to the Department, along with this letter and a completed W9 to the address below.

Mr. John Greenwood
Georgia Department of Transportation
Office of Rights of Way, 14th Floor – Relocation Unit
600 West Peachtree Street, N.W.
Atlanta, Georgia 30308

2. Survey Work Reimbursement is handled as follows:

You may be eligible for reimbursement for **reasonable** survey fees to re-establish **existing** property corner pins that were removed as a result of construction of the project. Please note that it is your responsibility to obtain pre-approval from your assigned Right of Way Agent and to confirm construction completion prior to going forward with affected pin replacement. Your assigned Right of Way Agent for survey incidental benefits is:

Right of Way Agent: Michelle Brock **Phone:** (770) 540-8254 **Email:** mbrock@thcinc.net

- (1) Contact your Right of Way Agent **before** proceeding with survey; send estimate and obtain pre-approval.
- (2) Your Right of Way Agent will need this completed claim form, approved survey estimate, and paid receipt in order to submit claim to the Right of Way General Office for reimbursement.

Survey Pre-Approval: For Department Use Only
Survey Estimate Amt: \$ _____ Date of Estimate: _____ Survey Reimbursement Amt Approved: _____
Pre-approved Signature (for Reimbursement): _____, GDOT Right of Way Project Manager

In order to file claim for payment of the above expenses, you must have paid receipt(s) to support your claim and the attached W9 is required. You must file within eighteen (18) months of the date your property was acquired, except survey fees, which must be filed within six (6) months after construction on the project is completed.

Sincerely,

Kevin York
Right of Way Administrator

Summary Statement Basis For Just and Adequate Compensation

1. PROJECT #: 0013918	County: Fulton	Parcel: 7A
2. OWNER NAME/MAILING ADDRESS:	Fulton County, a Political Subdivision of the State of Georgia 141 Pryor Street SW, 6 th Floor, Atlanta, GA 30303	
3. PROPERTY ADDRESS: 4330 Fulton Industrial Blvd. SW, Atlanta, GA 30336		
4. FAIR MARKET VALUE (see attached Market Data Information): \$93,700.00		

Right of Way: 459.14 SF @ \$3.00/SF =	\$ 1,377.00
Permanent Easement: 1,463.32 SF @ \$3.00/SF @ 60% =	\$ 2,634.00
Temporary Easement:	\$ N/A
Limited Access:	\$ N/A
Estimated Value of Improvement(s):	\$ N/A
Cost to Cure: fencing	\$ 12,155.00
Damages to Trade Fixtures: tower sign/light fixture replacement	\$ 77,500.00
Estimated Value of all consequential or severance damages:	\$ N/A
Estimated Value of REMAINDER:	\$ N/A

TOTAL ESTIMATED FAIR MARKET VALUE: Without the Remainder	\$ 93,700.00 (Rounded)
Including the Remainder	\$ N/A

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

5. Division of Interests

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
Fulton County, a Political Subdivision of the State of Georgia	Fee	\$93,700.00
Total Estimated Fair Market Value:		\$93,700.00

6. If you wish to retain and remove the items listed in the Special/Other Provision section on the Option for Right of Way GDOT will:

- (a) Deduct at Closing \$ N/A (Retention Value)
- (b) Deduct at Closing \$ 17,931.00 (Performance Bond)

Total Withheld at Closing \$ 17,931.00

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: January 24, 2025

PREPARED BY:

Michelle Brock

Staff Negotiator

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 2 Business name/disregarded entity name, if different from above. </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 65%;"> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> <div style="margin-top: 5px;"> <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) </div> <div style="font-size: small; margin-top: 5px;"> Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Other (see instructions) </div> </div> <div style="width: 30%;"> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): </div> <div style="margin-top: 5px;"> Exempt payee code (if any) </div> <div style="margin-top: 5px;"> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) </div> <div style="margin-top: 5px;"> <i>(Applies to accounts maintained outside the United States.)</i> </div> </div> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 5 Address (number, street, and apt. or suite no.). See instructions. </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 6 City, state, and ZIP code </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 7 List account number(s) here (optional) </div> </div> <div style="width: 35%;"> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Requester's name and address (optional) </div> </div> </div> </div>
--	--

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Social security number </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> </div> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> or </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Employer identification number </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div> </div> </div>
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Sign Here </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Signature of U.S. person </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Date </div>
---	--

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Option for Right of Way

GEORGIA, FULTON COUNTY

PI#: 0013918

PARCEL: 7A

Received of Georgia Department of Transportation, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of \$93,700.00 when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the I-285 / I-20 West Interchange Improvements being Parcel 7A consisting of 0.011 acres or 459.14 square feet in fee and 1,463.32 square feet of permanent easement for the construction and maintenance of slopes and noise barrier and 109.24 linear feet of Access Rights on Georgia Highway Project Identification Number 0013918.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than 60 days from date of execution of a deed and easements or 90 days from the date initial notice that relocation benefit availability was provided, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two-month period stated above, the person will be required to pay a rental fee of \$N/A, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

SPECIAL PROVISIONS (Realty Items ONLY)

Grantor may retain title to N/A for sum of \$N/A (40% of improvement value) which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within 30 calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the county of Fulton harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of \$N/A (20% of improvement value) which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event, grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation. **I (We) do (do not) elect to retain improvements as set out in this Special Provision.**

OTHER PROVISIONS (Non-realty Items - Cost to Cure and Trade Fixtures)

This Offer includes a Cost to Cure payment of \$12,155.00. If the Cost to Cure compensates for: 1) replacement of necessity (well or septic) or 2) removal of items from the acquisition, then a Performance Bond of \$2,431.00 (20% per item) will be withheld. This amount will be returned upon satisfactory replacement or removal of fencing.

This Offer includes a Trade Fixture payment of \$77,500.00 for certain non-realty items located in the acquisition. If I wish to relocate any of these items (yes or no), a Performance Bond of \$15,500.00 (20% per item) will be withheld. This amount will be returned upon satisfactory removal of Trade Fixture.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, and said plans being identified as Project Identification Number **0013918**.

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional **N/A acres** of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of **\$N/A** which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land is shown on the attached plat as the remainder of Parcel No. **N/A**.

I (We) do (do not) elect to execute and deliver Parcel N/A R deed.

Witness my hand and seal this _____ day of _____, 20_____.

FULTON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA

BY: _____ (L.S.)

Printed Name:

Title:

BY: _____ (L.S.)

Printed Name:

Title:

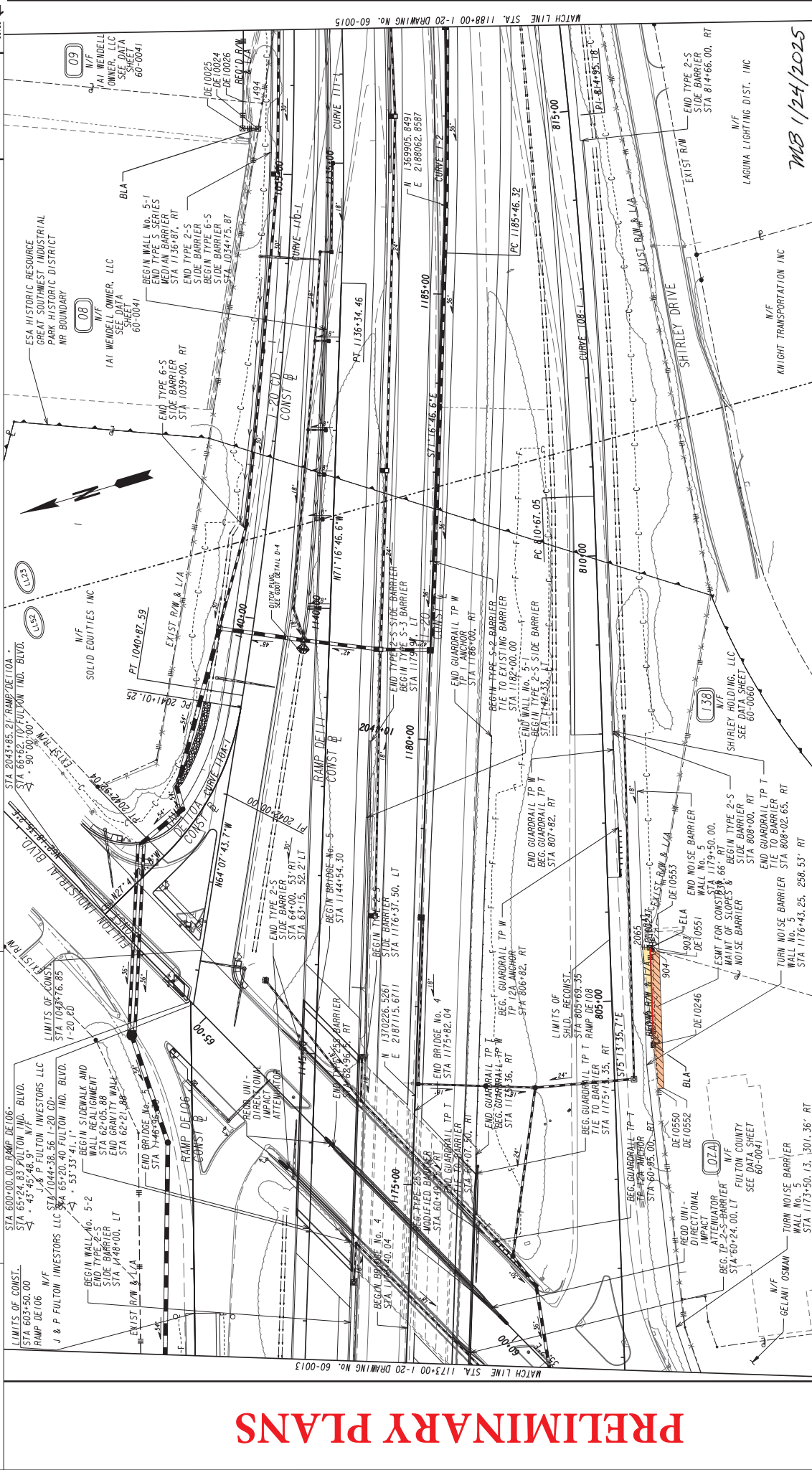
Signed, Sealed and Delivered
in the presence of:



Notary Public

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____
(DATE)

TITLE: _____



PROPERTY AND EXISTING R/W LINE ACQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR. EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES		BEGIN LIMIT OF ACCESS.....BLA END OF ACCESS.....ELA LIMIT OF ACCESS..... REQ'D R/W & LIMIT OF ACCESS		DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP	PROJECT NO: 0013918 COUNTY: FULTON LAND LOT NO: 52, 23 C&G DISTRICT: 14 C&G NO: 283 DATE 11/01/24 SH 14 OF 60	DRAWING No. 60-0014
				DATE	REVISIONS			

PRELIMINARY PLANS

[illegible]

ACKNOWLEDGEMENT OF ACCESS CONTROL

Project No.: I-285 / I-20 West Interchange Improvements

County: Fulton

Parcel No.: 7A

Owners: Fulton County, a Political Subdivision of the State of Georgia

I, the above named, do hereby certify that I am aware that certain access rights are being acquired as part of the acquisition of Subject parcel.

A representative of the Department of Transportation has explained in detail the location of the access rights being acquired to the degree that I am fully aware of the location of the access control and understand exactly the access, if any, which my remaining land will have after the execution of the deed for Subject parcel.

DATE

SIGNATURE

DATE

SIGNATURE



Right of Way Brochure Insert

Effective June 3, 2024

“What Happens if Your Property is Needed for a Transportation Facility”

Revised Aug. 2022

Relocation Assistance Benefits: Residential

Page 9 – Moving Payments for Individuals and Families:

A displaced tenant is entitled to reasonable reimbursement, as determined by the agency, for actual expenses not to exceed **\$1,000**, incurred for rental replacement dwelling application fees or credit reports required to lease a replacement dwelling.

Relocation Assistance Benefits: Businesses, Farms, & Nonprofit Organizations

Page 18 – Reestablishment Costs:

This payment is limited to **\$33,200** and will only be paid if either moving Methods A or B is selected.

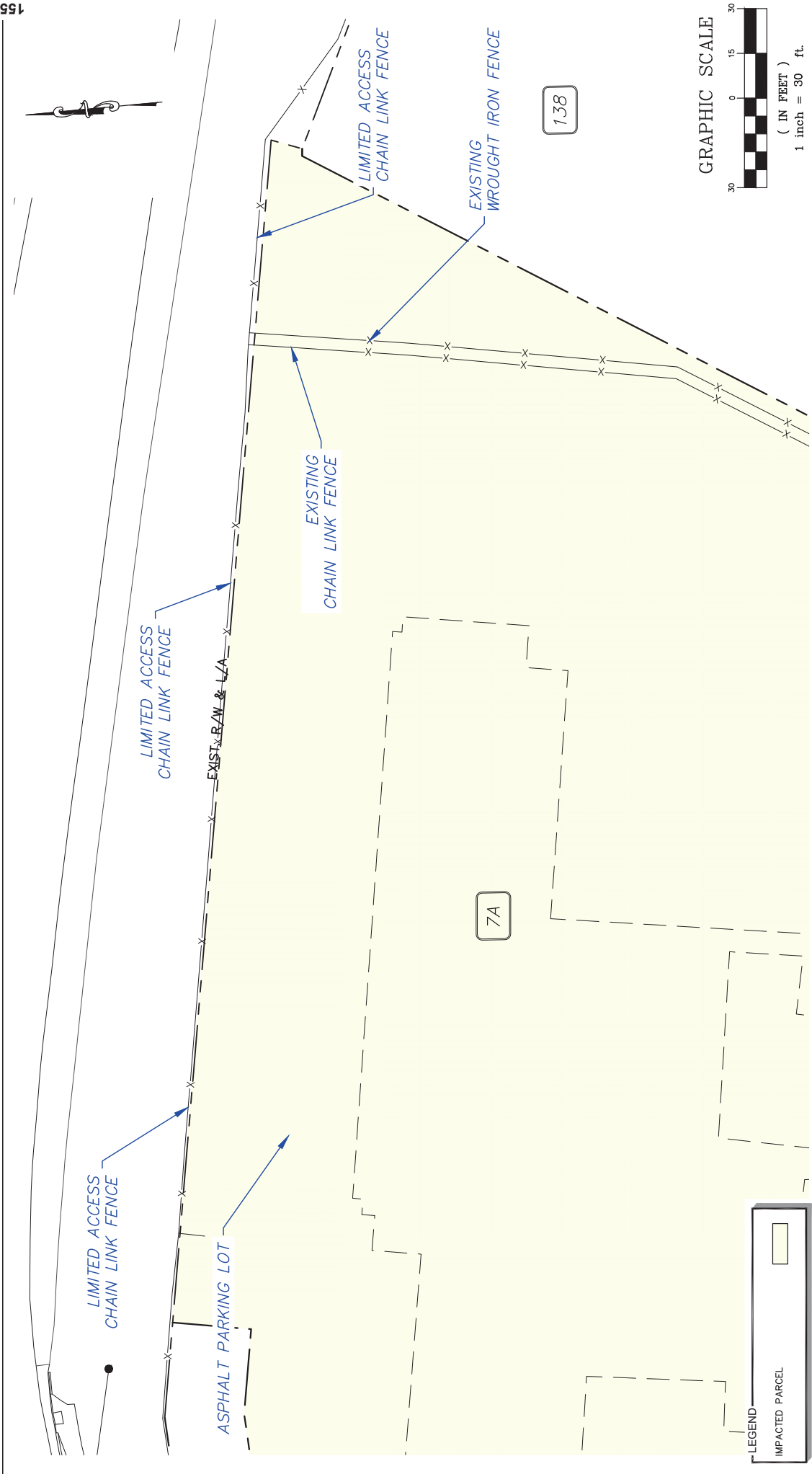
Page 20 – Actual and reasonable expenses in searching for a replacement location:


The owner of a displaced business, farm, or nonprofit organization may be reimbursed for the actual reasonable expenses in searching for a replacement location, not to exceed **\$5,000**.

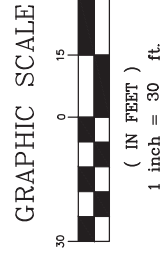
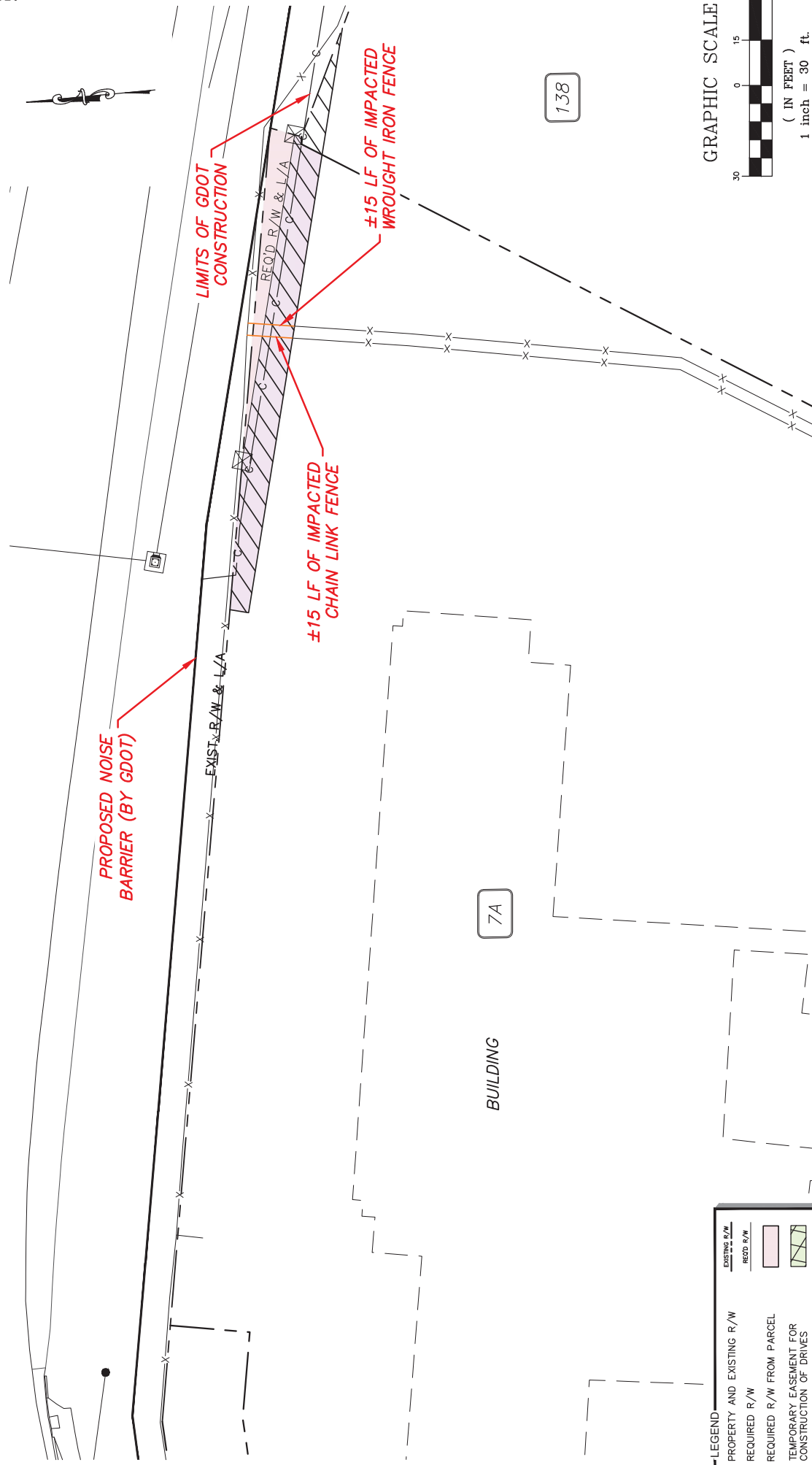
Page 20 – Method C: Fixed Payment:

This payment cannot be less than \$1,000 or more than **\$53,200**.

154
11/1/24



 350 airport road griffin, georgia 30224 phone (770) 412-7700 fax (770) 412-7744	GDOT EXISTING CONDITIONS PLAN FULTON COUNTY GDOT PROJECT (0013918), PARCEL 7A FULTON COUNTY, GEORGIA		Drawn By: JBG/KLB	Issue Date: SEPT 2024
			Checked By: BKU	Project No. PCG3202-23068
3				



LEGEND

PROPERTY AND EXISTING R/W	EXISTING R/W
REQUIRED R/W	REQ'D R/W
REQUIRED R/W FROM PARCEL	
TEMPORARY EASEMENT FOR CONSTRUCTION OF DRIVES	

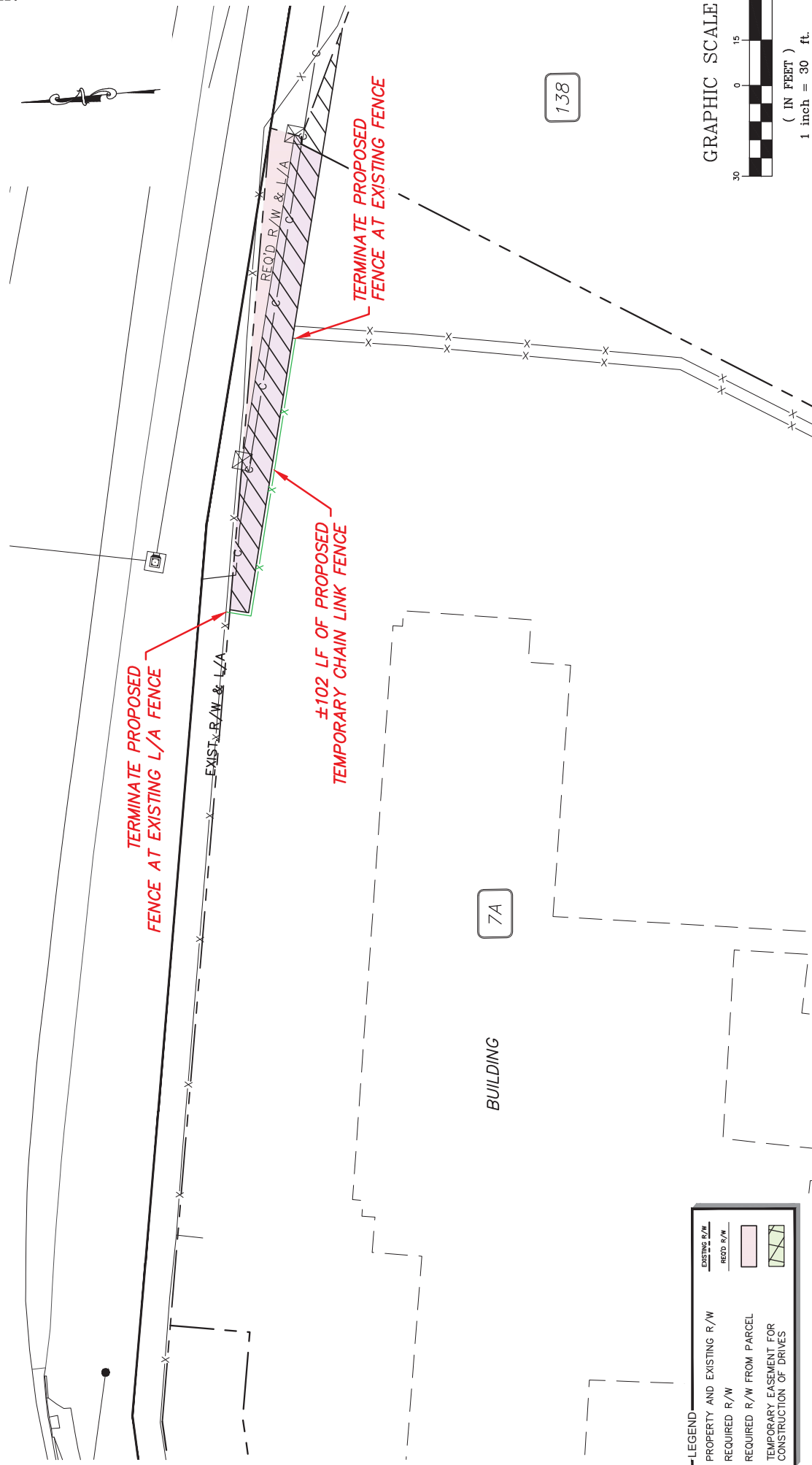
PARAGON
CONSULTING GROUP
350 airport road griffin, georgia 30224
phone (770) 412-7700 fax (770) 412-7744

GDOT PROPOSED CONDITIONS PLAN
FULTON COUNTY
GDOT PROJECT (0013918), PARCEL 7A
FULTON COUNTY, GEORGIA

Drawn By:
JBG/KLB
Checked By:
BKU

Issue Date:
SEPT 2024
Project No.
PCG3202-23068

4



LEGEND

PROPERTY AND EXISTING R/W	EXISTING R/W
REQUIRED R/W	REQ'D R/W
REQUIRED R/W FROM PARCEL	
TEMPORARY EASEMENT FOR CONSTRUCTION OF DRIVES	

GRAPHIC SCALE

(IN FEET)

1 inch = 30 ft.

30 15 0

PARAGON
CONSULTING GROUP

350 airport road griffin, georgia 30224
phone (770) 412-7700 fax (770) 412-7744

GDOT INTERMEDIATE CONDITIONS PLAN

FULTON COUNTY

GDOT PROJECT (0013918), PARCEL 7A
FULTON COUNTY, GEORGIA

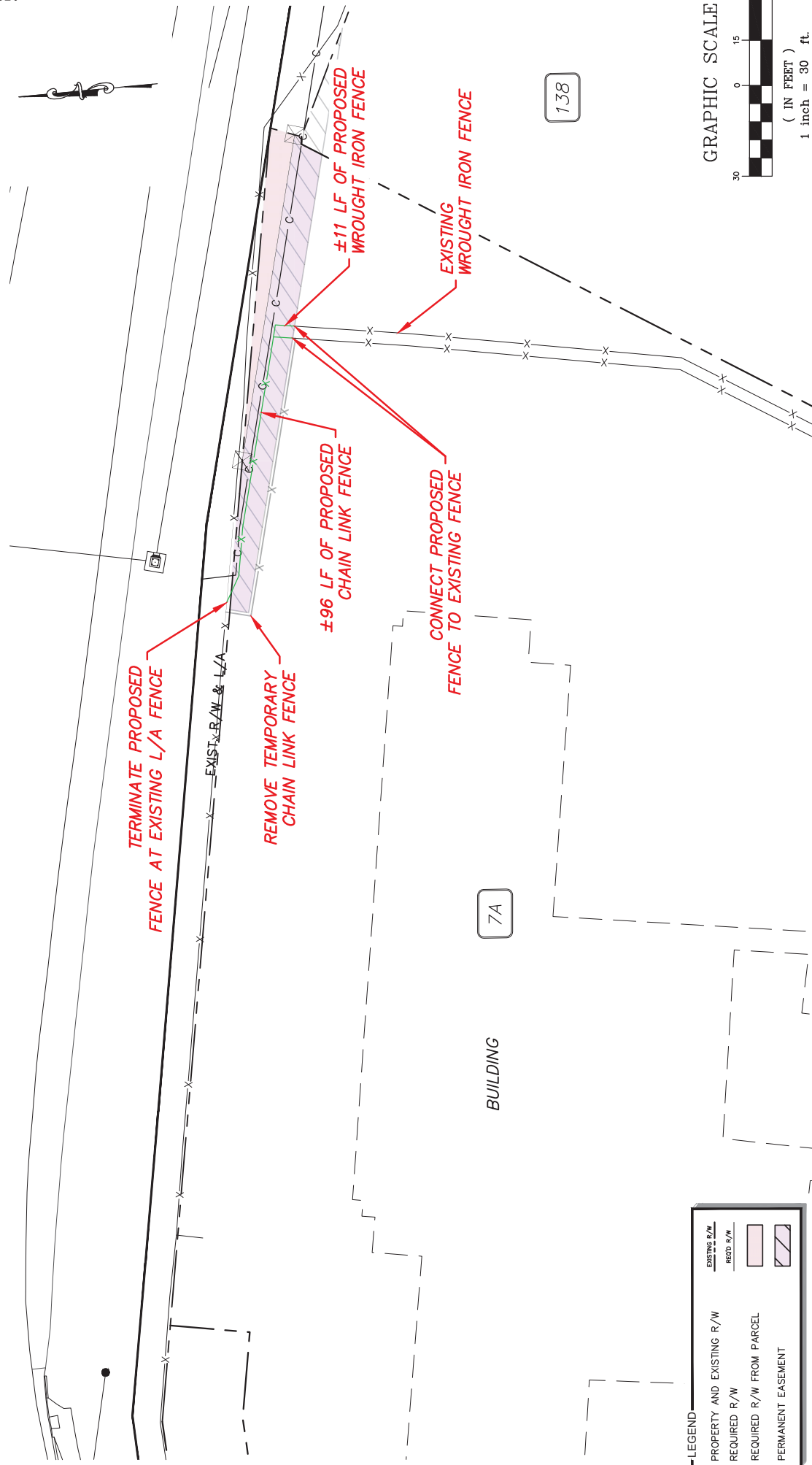
Drawn By:
JBG/KLB

Checked By:
BKU

Issue Date:
SEPT 2024

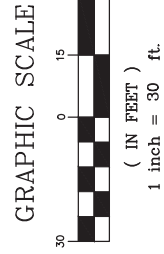
Project No.
PCG3202-23068

5



LEGEND

PROPERTY AND EXISTING R/W	EXISTING R/W
REQUIRED R/W	REQUIRED R/W
REQUIRED R/W FROM PARCEL	
PERMANENT EASEMENT	



PARAGON
CONSULTING GROUP

350 airport road griffin, georgia 30224
phone (770) 412-7700 fax (770) 412-7744

GDOT FINAL CONDITIONS PLAN
FULTON COUNTY
GDOT PROJECT (0013918), PARCEL 7A
FULTON COUNTY, GEORGIA

Drawn By:
JBG/KLB

Checked By:
BKU

Issue Date:
SEPT 2024

Project No.
PCG3202-23068

6

CONSTRUCTION COST ESTIMATE

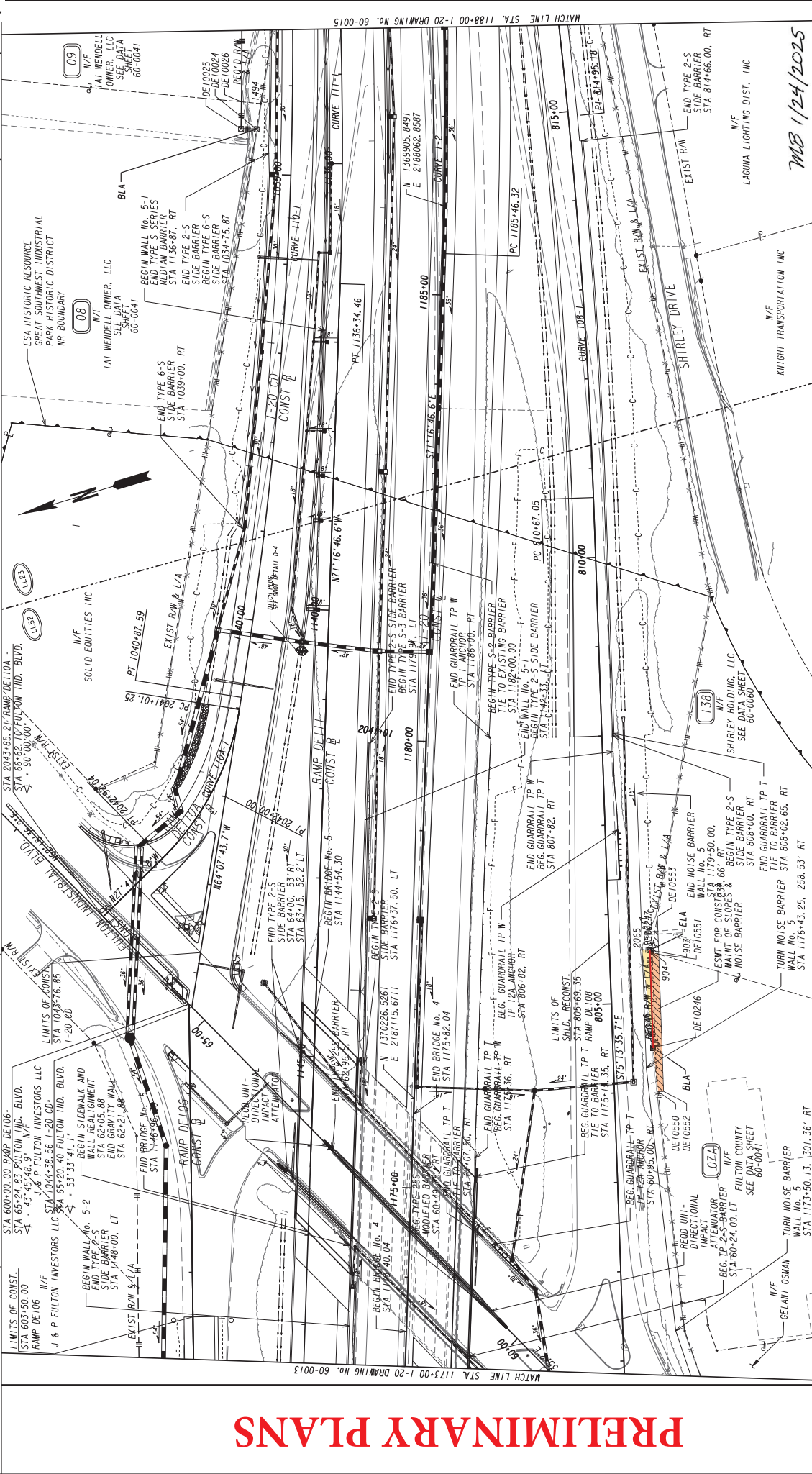
PARCEL 7A



P.I. NO. 0013918

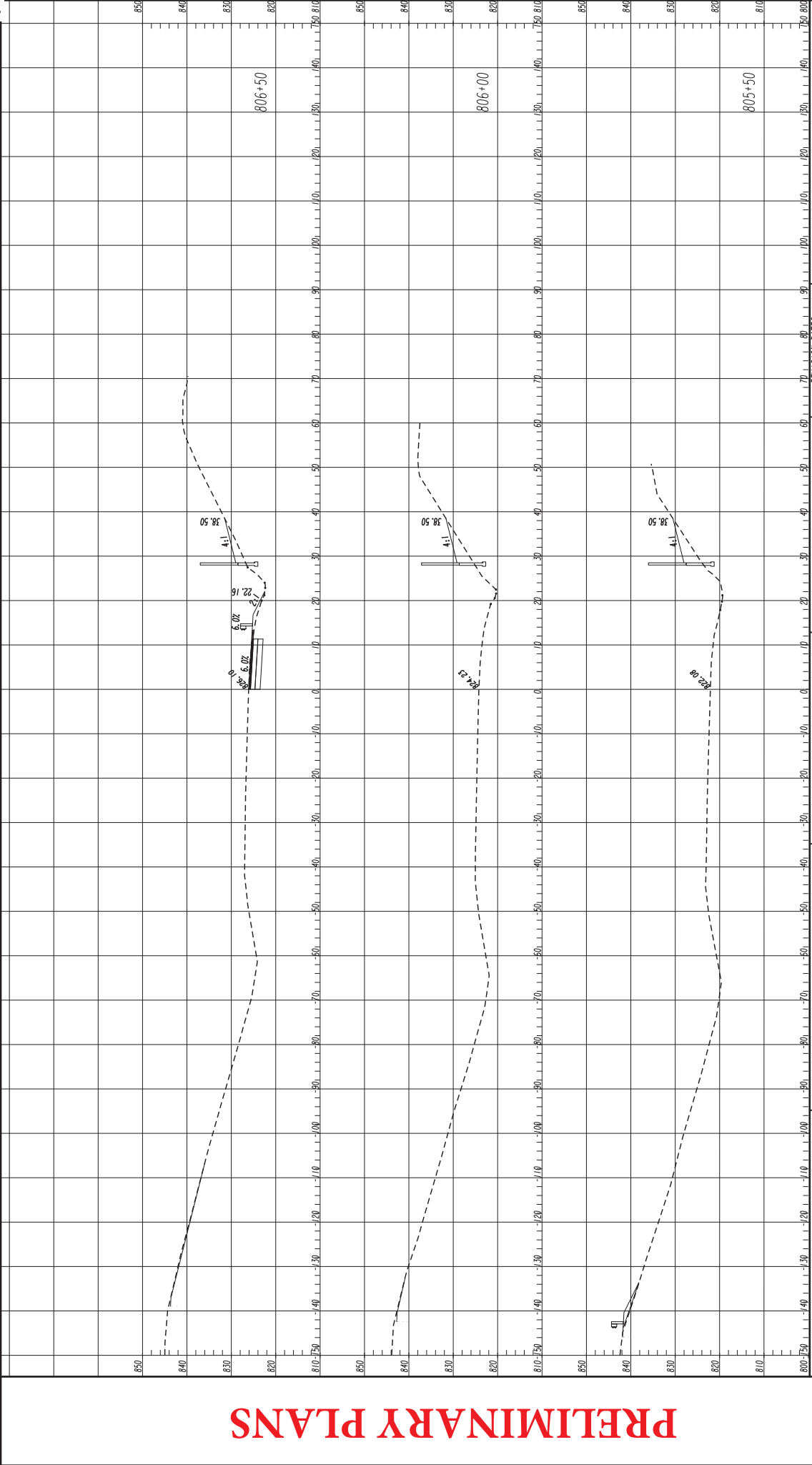
COBB COUNTY, GEORGIA

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
CONTRACTOR MOBILIZATION	LS	1		
6'-TALL TEMPORARY CHAIN LINK FENCE	LF	102		
6'-TALL PERMANENT CHAIN LINK FENCE	LF	96		
6'-TALL WROUGHT IRON FENCE	LF	12		
EROSION CONTROL/GRASSING	LS	1		
			SUBTOTAL	
CONTRACTOR OVERHEAD AND PROFIT	LS		1	
			SUBTOTAL	
PERMIT/ADMINISTRATIVE FEE (CITY OF SOUTH FULTON)	EA	2		
			SUBTOTAL	
CONTINGENCY	LS	1		
			TOTAL	\$12,155.00





PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSR OF SLOPES EASEMENT FOR CONSR OF DRIVES	--- @ --- --- F ---  	BEGIN LIMIT OF ACCESS.....BLA END OF ACCESS.....ELA REQ'D R/W & LIMIT OF ACCESS	0 50 100 200 SCALE IN FEET	DATE REVISIONS DATE REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP	PROJECT NO.: 0013918 COUNTY: FULTON LAND LOT NO.: 52.23 LAND DISTRICT: 14 GMD: 28 DATE: 11/01/24 SH 14 OF 60
	DRAWING No.: 60-0014					



GRAPHIC SCALE:
1" = 10' HORIZ
1" = 10' VERT

esdot

Georgia Department of Transportation

wsj

REVISION DATES

NO.	DATE	DESCRIPTION

CROSS SECTIONS
RAMP DE 108

1-285 @ 11-20 INTERCHANGE RECONSTRUCTION
COBB/FULTON COUNTIES

MB 1/24/2025

CHECKED: _____

DATE: _____

DESIGNED: _____

DATE: _____

CORRECTED: _____

DATE: _____

VERIFIED: _____

DATE: _____

DRAWING NO.

23-0719

PRELIMINARY PLANS

1/2/2025 3:05:54



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

January 9, 2025

Fulton County, Georgia
c/o Allen Broussard, Real Estate Specialist
141 Pryor Street SE, Suite 7000
Atlanta, GA 30303

RE: PARCEL NO.: 72
P.I. NO.: 0013918
PROJECT DESCRIPTION: I-285 / I-20 West
Interchange Improvements

Dear Mr. Broussard:

Please find enclosed the Offer Package on the above referenced parcel and project. I have included right of way plans with the Right of Way highlighted in yellow.

The Offer Package consists of the following:

- Brochure entitled "What Happens When Your Property Is Needed for A Transportation Facility"
- GDOT Right of way Brochure Insert Effective June 3, 2024
- Right of Way Acknowledgement Form (2 copies)
- Availability of Incidental Payments: Claim Form
- Offer Letter
- Summary Statement Basis for Just and Adequate Compensation with Market Data
- Option for Right of Way w/ attached plat (2 copies)
- 1/2 size set of plans and cross sections

Please sign and return one copy of the Right of Way Acknowledgement Form for our records. Also, if you agree with the offer, sign and notarize one copy of the Option for Right of Way where indicated and it will promptly be submitted for closing.

We look forward to meeting with you at your convenience when you have had a chance to look over all of these documents. The agent responsible for your parcel is **John Albrycht** and can be reached at **(478) 297-7180**.

Sincerely,

Matthew Fowler, PTP
Planning and Procurement Chief/Project Manager
Georgia Department of Transportation

BY:

Matthew Carroll
Right of Way Consultant Acquisition Manager

Attachment(s)
cc: JA/ja



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

1/9/2025

Fulton County, Georgia
c/o Allen Broussard, Real Estate Specialist
141 Pryor Street SE, Suite 7000
Atlanta, GA 30303

RE: PROJECT: I-285 / I-20 West Interchange
PARCEL: 72

COUNTY: Fulton
P.I. #: 0013918

Dear Mr. Broussard:

The Department is in the process of purchasing property to improve the roadway designated above. In order to make this project possible, **0.182 acres or 7,942.62 square feet** of your property in fee for **I-285 / I-20 West Interchange Improvements** will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who, after careful consideration, have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be **\$12,500.00**. The attached form, entitled "Summary Statement Basis for Just and Adequate Compensation", separates certain elements comprising the above listed value.

Our Right of Way Specialist, **John Albrycht, located at 304 North Cross Road, Gray, GA 31032, Email: jalbrycht@thcinc.net, Phone: (478) 297-7180**, representing the Department, is authorized to explain this and discuss the full effect of the purchase and your rights as provided by law. He will also provide you with a brochure, which comprehensively outlines the procedures used in purchasing rights of way.

If you will agree to the terms expressed herein by signing the enclosed "Option for Right of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Sincerely,

Matthew Fowler, PTP
Planning and Procurement Chief/Project Manager
Georgia Department of Transportation

BY:

Matthew Carroll
Right of Way Consultant Acquisition Manager

Attachment(s)
cc: JA:ja



Summary Statement Basis For Just and Adequate Compensation

January 9, 2025

1. PROJECT #: 0013918	County: Fulton	Parcel: 72
2. OWNER NAME/MAILING ADDRESS:	Fulton County, Georgia 141 Pryor Street SE, Suite 7000, Atlanta, GA 30303	
3. PROPERTY ADDRESS: West of Arlington Drive, Atlanta, GA 30311		
4. FAIR MARKET VALUE (see attached Market Data Information): \$12,500.00		

Right of Way: 7,942.62 SF @ \$1.57/SF =	\$	12,500.00 (RD)
Permanent Easement:	\$	N/A
Temporary Easement:	\$	N/A
Demolition Easement:	\$	N/A
Estimated Value of Improvement(s):	\$	N/A
Cost to Cure:	\$	N/A
Damages to Trade Fixtures:	\$	N/A
Estimated Value of all consequential or severance damages:	\$	N/A
Estimated Value of REMAINDER:	\$	N/A

TOTAL ESTIMATED FAIR MARKET VALUE: Without the Remainder	\$	12,500.00 (RD)
Including the Remainder	\$	N/A

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

5. Division of Interests

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
Fulton County, Georgia	Fee Simple	\$12,500.00
Total Estimated Fair Market Value:		\$12,500.00

6. If you wish to retain and remove the items listed in the Special/Other Provision section on the Option for Right of Way GDOT will:

- (a) Deduct at Closing \$ N/A (Retention Value)
(b) Deduct at Closing \$ N/A (Performance Bond)

Total Withheld at Closing \$ N/A

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: 1/9/2025

PREPARED BY: John Albrycht

Staff Negotiator

Market Data Information**Vacant Land Sales**

<u>No.</u>	<u>Address</u>	<u>County</u>	<u>Deed Book</u>	<u>Page</u>
1	551 Lyhurst Drive, SW	Fulton	65449	130
2	2428 Baker Road, NW	Fulton	67250	422
3	664 Robert Street, NW	Fulton	66569	460
4	852 Skipper Drive	Fulton	67328	554
5	585 Woods Drive	Fulton	67701	515
6	2468 Bellview Avenue	Fulton	67368	421
7	3510 Thompson Drive	Fulton	Listing	
8	232 Oakcliff Court	Fulton	Listing	
9	Unaddressed Harwell Road	Fulton	Listing	
10	3387 Lake Valley Road	Fulton	Listing	

Right of Way Acknowledgement Form

DATE: 1/9/2025

PI# 0013918 COUNTY FULTON PARCEL 72

OWNER

NAME/BUSINESS: Fulton County, Georgia

PROPERTY ADDRESS: West of Arlington Drive, Atlanta, GA 30311

MAILING ADDRESS: 141 Pryor Street SE, Suite 7000, Atlanta, GA 30303

I, the above named, do hereby certify that I have this date received a copy of GDOT offer package containing the following:

☒ I, the above named, do hereby certify that I have this date received a copy of the State of Georgia's Brochure "**What Happens When Your Property is Needed for a Transportation Facility**".

☒ Right of Way Plans/Cross-sections and Driveway Profile detailed below:

Right of Way plans, dated: 11/1/2024; Sheets 28 and 52, no revisions

Roadway cross-section plans dated: 4/5/2022

(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

Driveway profiles (if applicable) dated: N/A

(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

☒ GDOT Official Offer Letter

☒ Summary Statement Basis for Just and Adequate Compensation

☒ Market Data Information

☒ Availability of Incidental Payments: Claim Form

☒ Option for Right of Way with Plans attached

I (We) also acknowledge that the Right of Way Specialist, representing the Department, has satisfactorily explained the above documents to me (us).

(SIGNATURE)

GDOT REPRESENTATIVE: John
Albrycht

PHONE #: (478) 297-7180 EMAIL: jalbrycht@thcinc.net



Availability of Incidental Payments: Claim Form

		PROJECT #		I-285 / I-20 West Interchange Improvements	
PI#	0013918	COUNTY	Fulton	PARCEL	72
OWNER NAME/MAILING ADDRESS		Fulton County, Georgia 141 Pryor Street SE, Suite 7000, Atlanta, GA 30303		DATE:	1/9/2025
PHONE #:	404-227-6548	SOCIAL SECURITY # OR FEI# (include SSN for each property owner)			

PROPERTY ADDRESS: West of Arlington Drive, Atlanta, GA 30311

This is to advise you that due to the acquisition of the above project and parcel, you are eligible for reimbursement for expenses you may have incurred due to the Georgia Department of Transportation purchasing your property. These expenses may include: 1. Pro-rata portion of taxes, and 2. Survey work. Pro-rata tax deductions are normally handled at closing on a total acquisition situation. However, if they are not, or in the event of condemnation, it will be **your** responsibility to provide to the Department of Transportation copies of your paid receipt(s) as described in Property Tax Payments section below.

1. Property Tax Payments are handled as follows:

- A. **For Total Acquisition of your property (by GDOT)**, a deduction for your pro-rata share of the taxes will be withheld at closing. Then, upon your receipt of your property tax bill for the current year of acquisition, you should immediately forward the property tax bill to the Department (at the address below) along with this letter for the Department's proper payment to the tax authority.
- B. **For Partial Acquisition of your property (by GDOT)**, the Department will reimburse you for the pro-rata share of taxes on the portion of property acquired by the Department. In order to apply for this reimbursement, you will need to send a copy of your paid tax bill receipt to the Department, along with this letter and a completed W9 to the address below.

Mr. John Greenwood
Georgia Department of Transportation
Office of Rights of Way, 14th Floor – Relocation Unit
600 West Peachtree Street, N.W.
Atlanta, Georgia 30308

2. Survey Work Reimbursement is handled as follows:

You may be eligible for reimbursement for **reasonable** survey fees to re-establish **existing** property corner pins that were removed as a result of construction of the project. Please note that it is your responsibility to obtain pre-approval from your assigned Right of Way Agent and to confirm construction completion prior to going forward with affected pin replacement. Your assigned Right of Way Agent for survey incidental benefits is:

Right of Way Agent: John Albrycht **Phone:** (478) 297-7180 **Email:** jalbrycht@thcinc.net

- (1) Contact your Right of Way Agent before proceeding with survey; send estimate and obtain pre-approval.
- (2) Your Right of Way Agent will need this completed claim form, approved survey estimate, and paid receipt in order to submit claim to the Right of Way General Office for reimbursement.

Survey Pre-Approval: For Department Use Only
Survey Estimate Amt: \$ _____ Date of Estimate: _____ Survey Reimbursement Amt Approved: _____
Pre-approved Signature (for Reimbursement): _____, GDOT Right of Way Project Manager

In order to file claim for payment of the above expenses, you must have paid receipt(s) to support your claim and the attached W9 is required. You must file within eighteen (18) months of the date your property was acquired, except survey fees, which must be filed within six (6) months after construction on the project is completed.

Sincerely,

Kevin York
Right of Way Administrator

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	---------------------------------	-------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Option for Right of Way

GEORGIA, FULTON COUNTY

PI#: 0013918

PARCEL: 72

Received of Georgia Department of Transportation, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of \$12,500.00 when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the I-285 / I-20 West Interchange Improvements being Parcel 72 consisting of 0.182 acres or 7,942.62 square feet in fee and N/A square feet of easement and N/A Linear Feet of Access Rights on Georgia Highway Project Identification Number 0013918.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than 60 days from date of execution of a deed and easements or 90 days from the date initial notice that relocation benefit availability was provided, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two-month period stated above, the person will be required to pay a rental fee of \$N/A, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

SPECIAL PROVISIONS (Realty Items ONLY)

Grantor may retain title to N/A for sum of \$N/A (40% of improvement value) which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within 30 calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the county of Fulton harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of \$N/A (20% of improvement value) which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event, grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation. **I (We) do (do not) elect to retain improvements as set out in this Special Provision.**

OTHER PROVISIONS (Non-realty Items - Cost to Cure and Trade Fixtures)

This Offer includes a Cost to Cure payment of \$N/A. If the Cost to Cure compensates for: 1) replacement of necessity (well or septic) or 2) removal of items from the acquisition, then a Performance Bond of \$N/A (20% per item) will be withheld. This amount will be returned upon satisfactory replacement or removal of N/A.

This Offer includes a Trade Fixture payment of \$N/A for certain non-realty items located in the acquisition. If I wish to relocate any of these items (yes or no), a Performance Bond of \$N/A (20% per item) will be withheld. This amount will be returned upon satisfactory removal of Trade Fixture.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, and said plans being identified as Project Identification Number **0013918**.

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A square feet of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land is shown on the attached plat as the remainder of Parcel No. N/A.

I (We) do (do not) elect to execute and deliver Parcel N/A R deed.

Witness my hand and seal this _____ day of _____, 20_____.

FULTON COUNTY, GEORGIA

By: _____ (L.S.)

Printed Name:

Title:

By: _____ (L.S.)

Printed Name:

Title:

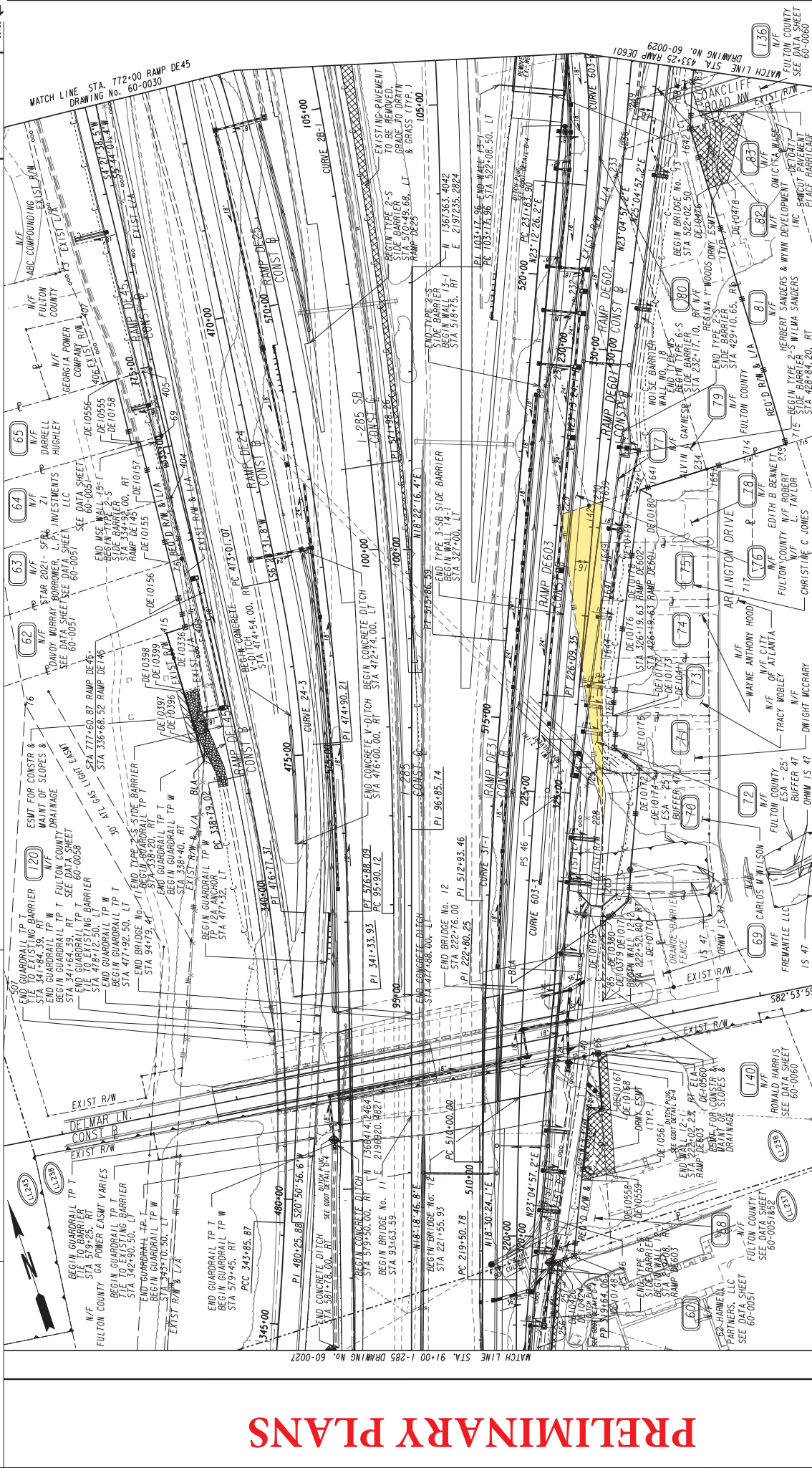
Signed, Sealed and Delivered
in the presence of:

Notary Public

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____
(DATE)

TITLE: _____



PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA	REVISIONS	DATE	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
ACQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA			
CONSTRUCTED FOR CONSTRUCTION	LIMIT OF ACCESS.....			
EASEMENT FOR CONSTRUCTION	REQ'D R/W & LIMIT OF ACCESS			
EASEMENT FOR MAINTENANCE OF SLOPES				
EASEMENT FOR CONSTR OF SLOPES				
EASEMENT FOR CONSTR OF DRIVES				

PROJECT NO.: 0013918
COUNTY : FULTON
LAND LOT NO.: 243,237, 238
C&G TRACT: 14
C&G DIST:
DATE 11/01/24 SH 28 OF 60

DRAWING No.:
60-0028

PRELIMINARY PLANS

PAR 68 LIMIT OF ACCESS				DE2068			
PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT		
DE10420	30.03	R	319+73.96	N 88°34'47.5" E	RAMP DE602		
DE10148	47.16	R	319+81.77	N 88°34'47.5" E	RAMP DE602		
DE10168	168.25	R	321+02.53	N 24°02'53.2" E	RAMP DE602		
DE10168	50.00	R	321+50.00	N 24°02'53.2" E	RAMP DE602		
DE10167	64.43	R	321+50.00	N 24°02'53.2" E	RAMP DE602		
DE10167	64.43	R	321+50.00	N 24°02'53.2" E	RAMP DE602		
166	55.01	R	322+11.03	N 14°18'34.8" E	RAMP DE602		
LIMIT OF ACCESS LENGTH = 263.26 LF							

PAR 68 DRIVEWAY				DE2069			
PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT		
DE10558	48.62	R	320+67.89	N 24°02'53.2" E	RAMP DE602		
DE10168	82.12	R	321+02.53	N 24°02'53.2" E	RAMP DE602		
DE10168	50.00	R	321+50.00	N 24°02'53.2" E	RAMP DE602		
DE10167	64.43	R	321+50.00	N 24°02'53.2" E	RAMP DE602		
DE10558	75.86	R	320+67.89	N 24°02'53.2" E	RAMP DE602		
DE10558	48.62	R	320+67.89	N 24°02'53.2" E	RAMP DE602		
RECD EASMT	1644.00	SF	320+67.89	N 24°02'53.2" E	RAMP DE602		
LIMIT OF ACCESS LENGTH = 0.038 ACRES							

PAR 69 DRIVEWAY				DE2069			
PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT		
DE10169	48.33	R	321+57.50	N 18°14'41.8" E	RAMP DE602		
203	45.54	R	321+57.50	N 18°14'41.8" E	RAMP DE602		
DE10170	75.00	R	323+02.02	N 23°04'57.2" E	RAMP DE602		
DE10171	75.00	R	323+02.02	N 23°04'57.2" E	RAMP DE602		
DE10169	48.33	R	321+57.50	N 18°14'41.8" E	RAMP DE602		
RECD EASMT	596.71	SF	321+57.50	N 18°14'41.8" E	RAMP DE602		
LIMIT OF ACCESS LENGTH = 0.014 ACRES							

PAR 69 LIMIT OF ACCESS				DE2069			
PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT		
DE10169	48.33	R	321+57.50	N 18°14'41.8" E	RAMP DE602		
DE10171	75.00	R	323+02.02	N 23°04'57.2" E	RAMP DE602		
DE10170	75.00	R	323+02.02	N 23°04'57.2" E	RAMP DE602		
LIMIT OF ACCESS LENGTH = 46.32 LF							

PAR 69 EASEMENT				DE2071			
PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT		
DE10172	75.00	R	324+77.43	N 10°29'31.0" E	RAMP DE602		
DE10174	75.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
DE10175	45.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
DE10411	45.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
DE10173	40.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
LIMIT OF ACCESS LENGTH = 83.75 LF							

PAR 71 LIMIT OF ACCESS				DE2071			
PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT		
DE10172	75.00	R	324+77.43	N 10°29'31.0" E	RAMP DE602		
DE10174	75.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
DE10175	45.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
DE10411	45.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
DE10173	40.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
LIMIT OF ACCESS LENGTH = 83.75 LF							

PAR 71 EASEMENT				DE2071			
PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT		
DE10172	75.00	R	324+77.43	N 10°29'31.0" E	RAMP DE602		
DE10174	75.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
DE10175	45.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
DE10411	45.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
DE10173	40.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
LIMIT OF ACCESS LENGTH = 83.75 LF							

PAR 71 EASEMENT				DE2071			
PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT		
DE10172	75.00	R	324+77.43	N 10°29'31.0" E	RAMP DE602		
DE10174	75.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
DE10175	45.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
DE10411	45.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
DE10173	40.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
LIMIT OF ACCESS LENGTH = 83.75 LF							

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LIMIT OF ACCESS LENGTH = 83.75 LF							

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DE10411	45.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
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LIMIT OF ACCESS LENGTH = 83.75 LF							

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PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT		
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LIMIT OF ACCESS LENGTH = 83.75 LF							

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PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT		
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PAR 71 EASEMENT				DE2071			
PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT		
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DE10173	40.00	R	325+31.39	N 10°29'31.0" E	RAMP DE602		
LIMIT OF ACCESS LENGTH = 83.75 LF							

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA

END LIMIT OF ACCESS.....ELA

RECD R/W & LIMIT OF ACCESS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO. 0013918
COUNTY: FULTON
LAND LOT NO. 238
LAND DISTRICT: 14
GMD 1289
DATE 11/07/2024 SH 52 OF 60

60-0052

PROPERTY OWNER'S AFFIDAVIT

GEORGIA, FULTON COUNTY

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in said State and County, **Robert L. Pitts**, who after being duly sworn, deposes and says upon oath:

That affiant is the **Chairman of the Fulton County Board of Commissioners**, owner in fee simple of the improvements shown on Attachment "A" hereto.

Further, that the improvements situated on said real estate are within the limits of said described property and that there has been no violation of any restrictions that may have been imposed on said lands nor has any interest in same been sold or conveyed or any change made in the improvements thereon since said lands were inspected as aforesaid.

Further, that the owner or owners named above is in indisputable possession of said described lands and knows of no one claiming under any unrecorded bond for title of any nature of claiming any interest in said lands whatsoever; except as may be set out below;

Further, that there are no leases, either recorded of record, unrecorded, or otherwise, currently in effect or terminated in contemplation of the acquisition or purchase by the Georgia Department of Transportation (hereinafter the "Department") of the real estate shown on Attachment "A" hereto, except as may be set out below;

Further, that there are no suits, judgments, bankruptcies or executions pending against the owner or owners named above in any court relating to the subject property or which could in any way affect the title to said lands or constitute a lien thereon, and that the owner or owners named above is not surety on the bond of any county or county official or any other bond that through default of the principal therein a lien would be created superior to the deed mentioned above, nor are there any loan deeds, trust deeds, mortgages, or liens of any nature whatsoever unsatisfied against said lands except as set out below;

Further, that there are no unpaid bills of any nature either for labor or materials or for architects', surveyors', or other services rendered or used on the improvement of said real estate, except as set out below, which constitute or might constitute any lien upon said real estate.

The owner or owners named above for their part acknowledges that this Affidavit is made and given to the Department in connection with and for purposes of inducing the Department in its acquisition or purchase of the real estate shown on Attachment "A" thereto and, further, agrees to indemnify and hold harmless the Department from any and all claims for compensation or benefits made by any party or individual claiming through or under any interest in the property or business now or formerly situated or operating on said property, against the Department other than as may be set forth herein below.

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s),

this _____ day of _____, _____.

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

FULTON COUNTY, a political subdivision of the State of Georgia

Witness

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

[Notarial Seal]

Attest: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

EXCEPTIONS:

1. Georgia Power Company Easement recorded in Deed Book 1996, Page 7, Fulton county, Georgia
2. State Highway of Georgia Right of Way Deed dated October 23, 1962, and recorded on November 13, 1962 in Deed Book 3966. Page 583, aforesaid records.
3. Easement for Right of Way to Georgia Power Company dated November 7, 1962, and recorded November 13, 1962, in Deed Book 3966, Page 586, aforesaid records.
4. Easement for Right of Way to Georgia Power Company dated November 7, 1962, and recorded November 13, 1962, in Deed Book 3966, Page 588, aforesaid records.
5. Sewer Easement from Fulton County to City of Atlanta dated January 2, 1964, and recorded February 12, 1964 in Deed Book 4188, Page 353, aforesaid records.
6. Sewer Easement from Fulton County to City of Atlanta dated January 2, 1964, and recorded February 12, 1964 in Deed Book 4188, Page 354, aforesaid records

EXHIBIT "A"

P. I. NO.: 0013918
PARCEL NO.: 72
COUNTY: Fulton
DATE OF R/W PLANS: November 1, 2024
REVISION DATE: N/A

All that tract or parcel of land lying and being in Land Lot 238 of the 14th Land District and/or 1289th Georgia Militia District of Fulton County, Georgia, being more particularly described as follows:

Right of Way

Beginning at a point 38.17 feet right of and opposite Station 324+77.43 on the construction baseline of Ramp DE602 on Georgia Highway P.I. No. 0013918; running thence N 10°29'31.0" E a distance of 55.29 feet to a point 26.12 feet right of and opposite station 325+31.39 on said construction baseline laid out for Ramp DE602; thence N 10°29'32.8" E a distance of 286.98 feet to a point 36.44 feet left of and opposite station 328+11.47 on said construction baseline laid out for Ramp DE602; thence S 88°47'17.2" E a distance of 32.79 feet to a point 6.00 feet left of and opposite station 328+23.68 on said construction baseline laid out for Ramp DE602; thence S 88°58'54.2" E a distance of 14.22 feet to a point 7.17 feet right of and opposite station 328+29.02 on said construction baseline laid out for Ramp DE602; thence S 18°07'25.4" W a distance of 45.70 feet to a point 11.12 feet right of and opposite station 327+83.49 on said construction baseline laid out for Ramp DE602; thence S 18°07'27.8" W a distance of 64.99 feet to a point 16.74 feet right of and opposite station 327+18.74 on said construction baseline laid out for Ramp DE602; thence S 18°07'25.8" W a distance of 64.99 feet to a point 22.36 feet right of and opposite station 326+53.99 on said construction baseline laid out for Ramp DE602; thence S 17°29'38.1" W a distance of 64.55 feet to a point 28.65 feet right of and opposite station 325+89.75 on said construction baseline laid out for Ramp DE602; thence S 18°14'12.8" W a distance of 64.98 feet to a point 34.14 feet right of and opposite station 325+24.99 on said construction baseline laid out for Ramp DE602; thence S 18°14'13.0" W a distance of 47.74 feet back to the point of beginning. **Consisting of 0.182 acres, more or less.**

After recording return to:

Jeffrey N. Gaba, Esq.

Gregory Doyle Calhoun & Rogers, LLC

49 Atlanta Street

Marietta, GA 30060

GADOT.240203

STATE OF GEORGIA
COUNTY OF FULTON

QUITCLAIM DEED

THIS INDENTURE is made as of this ____ day of _____, 2025, by and between **Fulton County, Georgia**, (hereinafter called "Grantor"), and **Department of Transportation** (hereinafter referred to as a "Grantee"). The words "Grantor" and "Grantee" to include their respective successors, heirs, legal representatives and assigns where the context requires or permits.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained, sold, remised, released, conveyed and forever quitclaimed, and by these presents does bargain, sell, remise, release, convey and forever quitclaim unto Grantee all of Grantor's interest in that certain tract or parcel of land being particularly described on **Exhibit "A"**, attached hereto and made a part hereof and as shown on the plat of the property prepared by the Department of Transportation, dated November 1, 2024, said plat attached hereto and made a part of this deed as **Exhibit "B"**.

TO HAVE AND TO HOLD said tract or parcel of land, together with said rights, members, easements and appurtenances, so that neither Grantor nor any person claiming under Grantor shall at any time by any means or ways have, claim or demand any right, title or interest in or to said land or any of the rights, members, easements and appurtenances thereof.

SIGNATURES ON THE FOLLOWING PAGE

Parcel 72

IN WITNESS WHEREOF, Grantors has caused this deed to be executed and sealed as of the day and year first above written.

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

FULTON COUNTY, a political subdivision of the
State of Georgia

Witness

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

[Notarial Seal]

Attest: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

EXHIBIT "A"

P. I. NO.: 0013918
PARCEL NO.: 72
COUNTY: Fulton
DATE OF R/W PLANS: November 1, 2024
REVISION DATE: N/A

All that tract or parcel of land lying and being in Land Lot 238 of the 14th Land District and/or 1289th Georgia Militia District of Fulton County, Georgia, being more particularly described as follows:

Right of Way

Beginning at a point 38.17 feet right of and opposite Station 324+77.43 on the construction baseline of Ramp DE602 on Georgia Highway P.I. No. 0013918; running thence N 10°29'31.0" E a distance of 55.29 feet to a point 26.12 feet right of and opposite station 325+31.39 on said construction baseline laid out for Ramp DE602; thence N 10°29'32.8" E a distance of 286.98 feet to a point 36.44 feet left of and opposite station 328+11.47 on said construction baseline laid out for Ramp DE602; thence S 88°47'17.2" E a distance of 32.79 feet to a point 6.00 feet left of and opposite station 328+23.68 on said construction baseline laid out for Ramp DE602; thence S 88°58'54.2" E a distance of 14.22 feet to a point 7.17 feet right of and opposite station 328+29.02 on said construction baseline laid out for Ramp DE602; thence S 18°07'25.4" W a distance of 45.70 feet to a point 11.12 feet right of and opposite station 327+83.49 on said construction baseline laid out for Ramp DE602; thence S 18°07'27.8" W a distance of 64.99 feet to a point 16.74 feet right of and opposite station 327+18.74 on said construction baseline laid out for Ramp DE602; thence S 18°07'25.8" W a distance of 64.99 feet to a point 22.36 feet right of and opposite station 326+53.99 on said construction baseline laid out for Ramp DE602; thence S 17°29'38.1" W a distance of 64.55 feet to a point 28.65 feet right of and opposite station 325+89.75 on said construction baseline laid out for Ramp DE602; thence S 18°14'12.8" W a distance of 64.98 feet to a point 34.14 feet right of and opposite station 325+24.99 on said construction baseline laid out for Ramp DE602; thence S 18°14'13.0" W a distance of 47.74 feet back to the point of beginning. **Consisting of 0.182 acres, more or less.**

PROJECT: I-285/I-20 West Interchange Improvements
P.I. NO.: 0013918
PARCEL NO.: 72

State of Georgia
Department of Transportation

IRS REPORTING INFORMATION

1. Address and/or legal description of conveyed property:

West Arlington Drive, Atlanta, GA 30311

2. Residential Property (1 to 4 units): Yes No ☒

3. Contract Sales Price (Gross Proceeds): \$12,500.00

4. TAXPAYER IDENTIFICATION NUMBER and Division of Interest:

(Social Security or Employer Identification) _____

<u>Seller(s) Name</u>	<u>Tax ID Number</u>	<u>Division of Interest</u>
<u>Fulton County, Georgia</u>		<u>100%</u>

5. Correct Mailing Address of Seller(s): 141 Pryor Street SW, Atlanta, GA 30303

6. ALLOCATION OF THE GROSS PROCEEDS:

(See Attached Settlement and Disbursement Statement)

or

(See Attached Appraiser's Affidavit – Page 13)

The undersigned acknowledge(s) that the Internal Revenue Service requires the above transaction to be reported and requires an accurate disclosure of the above information. The undersigned warrant(s) that the above information is true and correct and acknowledge(s) that the above information will be submitted to the Internal Revenue Service with other information required by the Internal Revenue Service concerning the sale of the above property this date. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

FULTON COUNTY, a political subdivision of the
State of Georgia

Date of Closing

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

Gregory, Doyle, Calhoun & Rogers, LLC

Closing Official and Title

Attest: _____
Tonya R. Grier
Clerk to the Commission

Approved as to Form:

By: _____
Y. Soo Jo, County Attorney

NOTICE OF LEGAL REPRESENTATION

Purchaser: Georgia Department of Transportation

Seller(s): **Fulton County, Georgia**

Date of Closing: _____

Closing Attorney: GREGORY, DOYLE, CALHOUN & ROGERS, LLC

The undersigned party acknowledges that this transaction has been closed by the Closing Attorney and that the Closing Attorney was designated to close this transaction by and on behalf of the Purchaser. Closing Attorney accordingly represented the Purchaser in this transaction. Closing Attorney did not represent Seller(s) or any other party (other than Purchaser) in connection with this transaction. The undersigned finally acknowledge that they did not receive or rely upon any advice from Closing Attorney regarding this transaction and that such advice, if obtained, was provided by an attorney other than Closing Attorney.

**Fulton County, a political subdivision of the State
of Georgia**

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

Attest: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

By: _____
Y. Soo Jo, County Attorney

SETTLEMENT & DISBURSEMENT STATEMENT

OWNER(S) NAME: Fulton County, Georgia

ADDRESS or LOCATION OF PROPERTY: West Arlington Drive, Atlanta, GA 30311

(1) GROSS PROCEEDS TO SELLER:	\$ <u>12,500.00</u>
(2) CURRENT COUNTY TAXES:	\$ _____
(3) CURRENT CITY TAXES:	\$ _____
(4) MORTGAGE PREPAYMENT PENALTY:	\$ _____
(5) RELEASE OF MORTGAGE FEE:	\$ _____
(6) RETENTION VALUE OF IMPROVEMENTS:	\$ _____
(7) PERFORMANCE BOND:	\$ _____
(8) PAYMENT(S) TO OTHER PARTIES:	

a. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____
d. _____	\$ _____

TOTAL (Line 8) \$ _____

(9) **TOTAL DISBURSEMENTS (LINES 2 THROUGH 8):** \$ _____

(10) **SUB-TOTAL (LINE 1 LESS LINE 9):** \$ 12,500.00

(11) **REIMBURSEABLE EXPENSES FOR TRANSFERRING TITLE:**

a. PRO-RATA SHARE TAXES (LINES 2 & 3):	\$ _____
b. MORTGAGE PREPAYMENT/RELEASE FEE (LINES 4 & 5):	\$ _____
c. OTHER APPLICABLE EXPENSES (LINE 8):	\$ _____

(12) **TOTAL REIMBURSABLE EXPENSES (LINES 11 a, b, & c):** \$ _____

(13) **NET PROCEEDS TO SELLER (LINE 10 PLUS LINE 12):** \$ 12,500.00

THE ABOVE IS THE COMPLETE, TRUE AND CORRECT AMOUNT OF FUNDS RECEIVED AND DISBURSED IN CONNECTION WITH THE ABOVE TRANSACTION.

THE UNDERSIGNED SELLER(S) ACKNOWLEDGE(S) THAT ALL LEGAL SERVICES PERFORMED BY THE CLOSING ATTORNEY WERE ON BEHALF OF THE DEPARTMENT OF TRANSPORTATION, AND NOT ON BEHALF OF THE SELLER(S), AND THAT THE SELLER(S) (WAS) (WERE) NOT GIVEN ANY LEGAL ADVICE BY THE CLOSING ATTORNEY EXCEPT THAT SELLER(S) (WAS) (WERE) ADVISED TO SECURE INDEPENDENT LEGAL COUNSEL TO INSURE THAT THE LEGAL INTERESTS AND RIGHTS OF SELLER(S) ARE PROTECTED, AND FURTHER THAT THIS STATEMENT IS A DEFENSE TO ANY ACTION OR PROCEEDING AGAINST THE CLOSING ATTORNEY OR THE DEPARTMENT OF TRANSPORTATION.

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

Gregory, Doyle, Calhoun & Rogers, LLC

By:

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

Jeffrey N. Gaba (DATE)

Member/Special Assistant Attorney General
(TITLE)

Attest:

Tonya R. Grier
Clerk to the Commission

Approved as to Form:

By:

Y. Soo Jo, County Attorney (DATE)

NOTE: If taxes are not withheld or were not due and payable at time of closing, seller must submit paid tax receipts for reimbursement of their Pro-Rata share to the Georgia Department of Transportation, Office of Right of Way, Relocation Section, 600 West Peachtree Street, Atlanta, Georgia 30308

D.O.T. USE ONLY

PAYEE: >	<u>Jeffery N. Gaba, Esq.</u>	\$	<u>12,500.00</u>
	<u>Gregory, Doyle, Calhoun & Rogers, LLC</u>	\$	<u></u>
	<u>49 Atlanta Street</u>	\$	<u></u>
	<u>Marietta, GA 30060</u>	\$	<u></u>
	TOTAL	\$	<u>12,500.00</u>

PROJECT NO.	<u>I-285/I-20 West Interchange Improvements</u>
COUNTY:	<u>FULTON</u>
PARCEL NO.	<u>72</u>
P.I. NO.	<u>0013918</u>

Option for Right of Way

GEORGIA, FULTON COUNTY

PI#: 0013918

PARCEL: 72

Received of **Georgia Department of Transportation**, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of **\$12,500.00** when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the **I-285 / I-20 West Interchange Improvements** being Parcel **72** consisting of **0.182 acres or 7,942.62 square feet** in fee and **N/A** square feet of easement and **N/A** Linear Feet of Access Rights on Georgia Highway Project Identification Number **0013918**.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than 60 days from date of execution of a deed and easements or 90 days from the date initial notice that relocation benefit availability was provided, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two-month period stated above, the person will be required to pay a rental fee of **\$N/A**, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

SPECIAL PROVISIONS (Realty Items ONLY)

Grantor may retain title to **N/A** for sum of **\$N/A (40% of improvement value)** which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within **30** calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the county of **Fulton** harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of **\$N/A (20% of improvement value)** which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event, grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation. **I (We) do (do not) elect to retain improvements as set out in this Special Provision.**

OTHER PROVISIONS (Non-realty Items - Cost to Cure and Trade Fixtures)

This Offer includes a Cost to Cure payment of **\$N/A**. If the Cost to Cure compensates for: 1) replacement of necessity (well or septic) or 2) removal of items from the acquisition, then a Performance Bond of **\$N/A (20% per item)** will be withheld. This amount will be returned upon satisfactory replacement or removal of **N/A**.

This Offer includes a Trade Fixture payment of **\$N/A** for certain non-realty items located in the acquisition. If I wish to relocate any of these items (yes or no), a Performance Bond of **\$N/A (20% per item)** will be withheld. This amount will be returned upon satisfactory removal of Trade Fixture.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, and said plans being identified as Project Identification Number **0013918**.

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A square feet of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land is shown on the attached plat as the remainder of Parcel No. N/A.

I (We) do (do not) elect to execute and deliver Parcel N/A R deed.

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

Witness

[Notarial Seal]

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

FULTON COUNTY, a political subdivision of the State of Georgia

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

Attest: _____
Tonya R. Grier
Clerk to the Commission

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____ (DATE)

TITLE: _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0456

Meeting Date: 6/18/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Resolution approving a First Amendment to Rental Agreement between Fulton County, Georgia (Landlord) and the Georgia Department of Human Services (Tenant), for office space at 1249 Donald Lee Hollowell Parkway NW, Atlanta, Georgia, to extend the term through June 30, 2026; authorizing the Chairman to execute the Amendment and related documents; authorizing the County Attorney to approve the Amendment and related documents as to form and to make modifications thereto prior to execution; and for other purposes.

Requirement for Board Action

Fulton County Code § 1-117 gives the Fulton County Board of Commissioners exclusive jurisdiction and control over directing and controlling all the property of the 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 Georgia Department of Human Services (DHS) currently rents office space at County-owned 1249 Donald Lee Hollowell Parkway NW, Atlanta, Georgia. The Division of Family and Children Services provides numerous family and children support services from this centralized

location. The current lease will expire June 30, 2025. The Fulton County Department of Real Estate and Asset Management (DREAM) has received a request from the State Properties Commission (SPC), the space manager for all Georgia State entities, to extend the term of the current Rental Agreement between the parties, with all other terms and provisions in full force and effect, so that DHS may continue to occupy and provide services from the space for one year.

Approval of the Board of Commissioners is being requested to extend the term of DHS's rental of 1249 Donald Lee Hollowell Parkway NW, Atlanta, Georgia, from July 1, 2025 through June 30, 2026.

Community Impact: Approval by the Board of Commissioners to execute a First Amendment to Rental Agreement with the Georgia Department of Human Services will not adversely impact the community and will allow the Division of Family and Children Services to continue to provide their services from the current location.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the First Amendment to Rental Agreement between Fulton County and Georgia Department of Human Services for the purpose of formalizing rental terms and extending occupancy.

Project Implications: The First Amendment to Rental Agreement between Fulton County and Georgia Department of Human Services is a revenue lease agreement for the County.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

All revenue that will be received during the rental term will be deposited into the General Fund.

1 **A RESOLUTION APPROVING A FIRST AMENDMENT TO RENTAL AGREEMENT**
2 **BETWEEN FULTON COUNTY, GEORGIA (LANDLORD) AND THE GEORGIA**
3 **DEPARTMENT OF HUMAN SERVICES (TENANT) FOR OFFICE SPACE AT 1249**
4 **DONALD LEE HOLLOWELL PARKWAY NW, ATLANTA, GEORGIA, TO EXTEND THE**
5 **TERM THROUGH JUNE 30, 2026; AUTHORIZING THE CHAIRMAN TO EXECUTE**
6 **THE AMENDMENT AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY**
7 **ATTORNEY TO APPROVE THE AMENDMENT AND RELATED DOCUMENTS AS TO**
8 **FORM AND TO MAKE MODIFICATIONS THERETO PRIOR TO EXECUTION; AND**
9 **FOR OTHER PURPOSES.**

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

13 **WHEREAS**, on September 5, 2012, as Agenda Item No. 12-0712, the Fulton
14 County Board of Commissioners approved the execution of a Rental Agreement ("Lease")
15 between Fulton County and the Georgia Department of Human Services ("DHS") for DHS
16 to lease 75,200 square feet of office space from Fulton County at 1249 Donald Lee
17 Hollowell Parkway NW, Atlanta, Georgia ("Premises"), and provide social and protective
18 health services to the public at that location; and

19 **WHEREAS**, the current Lease will expire June 30th, 2025 if an extension is not
20 approved by the Fulton County Board of Commissioners ; and

21 **WHEREAS**, DHS desires to continue to rent the Premises, and Fulton County
22 desires to continue to lease the Premises to DHS, pursuant to the same terms included
23 in the Lease, through June 30, 2026; and

24 **WHEREAS**, O.C.G.A. § 50-16-41 authorizes the Georgia State Properties
25 Commission ("SPC") to manage the utilization of administrative space by state entities,
26 such as DHS; and

1 **WHEREAS**, the Fulton County Department of Real Estate and Asset Management
2 ("DREAM") and the SPC have determined that amending the current Lease to extend its
3 term through June 30, 2026 is necessary to maintain a centralized location for the
4 services provided by DHS's Department of Family and Children Services at the Premises;
5 and

6 **WHEREAS**, DREAM and the SPC have negotiated mutually acceptable terms to
7 extend the lease term through June 30, 2026; and

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

11 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
12 approves the First Amendment to Rental Agreement with the Georgia Department of
13 Human Services ("DHS"), to extend the term of the Rental Agreement between the parties
14 for the purpose of providing social and protective health services offered by the DHS's
15 Department of Family and Children Services at 1249 Donald Lee Hollowell Parkway NW,
16 Atlanta, Georgia, in substantially the form attached hereto as Exhibit "A."

17 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
18 is hereby authorized to execute the First Amendment to Rental Agreement and any
19 related documents between Fulton County and DHS.

20 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
21 approve the First Amendment to Rental Agreement and any related documents as to

1 form, and to make modifications thereto as are necessary to protect the interests of Fulton
2 County, prior to execution by the Chairman.

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

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

8
9
10 **FULTON COUNTY BOARD OF**
11 **COMMISSIONERS**
12
13
14

15
16 _____
17 Robert L. Pitts, Chairman (At Large)
18 Fulton County Board of Commissioners
19

20 ATTEST:
21
22

23
24 _____
25 Tonya Grier, Clerk to the Commission
26
27

28
29 APPROVED AS TO FORM:
30
31
32

33 _____
34 Y. Soo Jo, County Attorney
35

EXHIBIT A

Form of First Amendment to Rental Agreement

RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("**Rental Agreement**"), is made and entered into this 15 day of Oct 2012, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("**County**"), and the **GEORGIA DEPARTMENT OF HUMAN SERVICES (formerly the GEORGIA DEPARTMENT OF HUMAN RESOURCES)**, for its Division of Family and Children Services ("**DHS**").

Background

1. Fulton County, as tenant, entered into that certain Rental Agreement dated December 15, 1994, with Bankhead Development, L.C., d/b/a Bankhead Partners ("**Bankhead Partners**"), as the landlord, in connection with the acquisition of land more particularly described in Exhibit A attached hereto and made a part hereof by this reference ("**Real Property**") and construction of a building located at 1249 Donald Lee Hollowell Parkway, Atlanta, Georgia containing approximately 75,200 square feet of office space ("**Building**") and related improvements thereon ("**Project**") designed and constructed for use and occupancy by the Fulton County Department of Family and Children Services ("**Fulton DFCS**"). Said rental agreement was subsequently amended pursuant to a First Amendment to Rental Agreement dated June 18, 1997 (collectively, the "**Standard Rental Agreement**"). Such Building, Real Property and Project, collectively, shall hereinafter be referred to as the "**Facility**".

2. Section 20 of the December 15, 1994 Rental Agreement provided that Bankhead Partners' interest in the Real Property will be "transferred, conveyed and assigned" to Fulton County and the Rental Agreement shall terminate "on June 15, 2010 or such earlier date [...] that all Rental Payments have been paid". Fulton County has now satisfied all debt that is owed under the Standard Rental Agreement, and therefore the County now owns the Facility that is the subject of this Rental Agreement.

3. Pursuant to an assignment agreement dated December 15, 1994, Bankhead Partners transferred and assigned to Stephens Real Estate, Inc. ("**SREI**") all right, title and interest of Bankhead Partners in and to the Standard Rental Agreement, but not any obligations that Bankhead Partners had under the Standard Lease Agreement, including, without limitation, the obligation to construct the Building and to provide management services for the Facility.

4. By an assignment agreement dated December 15, 1994, SREI transferred and assigned to NationsBank of Georgia, National Association ("**NationsBank**") all right, title and interest of SREI in and to the Standard Lease Agreement.

5. Contemporaneously with the County and Bankhead Partners entering into the Standard Rental Agreement, SREI and NationsBank entered into a Trust Indenture dated December 15, 1994, in connection with tax-exempt financing for the Project. Said Indenture was amended pursuant to a First Amendment to Trust Indenture dated June 18, 1997 (collectively, the "**Indenture**").

6. Upon Fulton County's satisfaction of all debt owed under the Standard Rental Agreement, the County's obligations under the Indenture were also satisfied.

7. The County and DHS agreed to a Local Statement of Service and Maintenance Costs or Leasing Agreement (hereinafter "**Leasing Agreement**") which would allow DHS to make the rental payments required by the County under the Standard Rental Agreement.

8. NationsBank subsequently sold its corporate trust business to the Bank of New York, and in connection therewith, transferred and assigned to the Bank of New York all of NationBank's right, title and interest in and to the Standard Rental Agreement, the Indenture and other documents related to tax exempt financing for the Facility.

9. As a result of such transfer and assignment, Bank of New York became the trustee under the Indenture.

10. The DHS now desires to cease making Base Rental payments under the Standard Rental Agreement upon payment in full of the tax-exempt indebtedness that financed development of the Facility and desires to occupy the Facility and to establish a new term during which the Fulton DFCS may continue to occupy and use the Facility, so that it may continue providing services to the citizens of the County and, in consideration thereof, to make rental payments to the County on the terms and conditions set forth in this Rental Agreement during the new occupancy term.

11. The parties hereto desire to enter the Rental Agreement as set forth hereunder.

12. In 2009, the Georgia General Assembly, effective July 1, 2009, reorganized the Department of Human Resources into three separate departments, including the Department of Human Services, which includes the Division of Family and Children Services. For purposes of this Standard Rental Agreement, any references to the Department of Human Resources or "DHR" shall refer to the Department of Human Services or DHS.

Agreement

It is agreed by all entering into this Rental Agreement ("Rental Agreement") that:

1. Fulton County has satisfied all debt that is owed under the Standard Rental Agreement, and therefore the County now owns the Facility that is the subject of this Rental Agreement.

2. The Facility is leased to DHS for the purpose of Fulton County citizens receiving social services as provided by the State of Georgia and Fulton County, Georgia for its citizens.

3. Fulton County and the DHS have negotiated a rental rate based upon Administrative expenses and upon Major Capital Maintenance expenses.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Recitals. The recitals set forth in the Background section of this Rental Agreement are incorporated into this Agreement and made a part hereof as if fully set forth herein.

2. Term

2.1. Initial Term. The initial term under this Rental Agreement shall commence on July 1, 2010 and shall continue for a period of one (1) year with fourteen (14) one year renewal options (each such term beginning on July 1st and ending on June 30th of the following calendar year).

2.2 Renewal Terms. Provided that DHS is not in default under the terms and conditions outlined herein, this Rental Agreement may be renewed by DHS provided that it give forty-five (45) days written notice of its intent to renew before the subsequent renewal term. If DHS fails to notify the County in writing prior to the expiration of the renewal option, DHS' right to extend the Rental Agreement shall lapse, and it shall terminate upon expiration of the last exercised option. If DHS exercises its option year to year, all terms and conditions of this Rental Agreement shall remain the same, except as set forth in this agreement.

3. Rent Payments.

3.1. **Rental Payments**. Excluding the first rental payment, DHS agrees to make monthly rental payments of \$37,976.00 (\$455,712.00 annually); or six dollars and six cents (\$6.06) per square foot of space within the Building (75,200 square feet), unless otherwise specified in the Payment Schedule attached as **Exhibit B** or any adjustments as hereinafter provided. Subject to adjustment as set forth in this Rental Agreement, the amounts required to be paid as Rental Payments are set forth in the schedule attached hereto as **Exhibit B** and made a part hereof and referenced as "**Rental Payment Schedule**".

a. The Rental Payments specified above shall consist of the following:

1. Capital and Administrative Rent

a. Capital - \$2.00 per square foot of space within the Building (75,200 square feet). These funds shall be transmitted to the County and shall become due on the date specified in the Rental Payment Schedule and held in a separate account designated as the Major Capital Maintenance Rent Fund for the sole purpose of **Major Capital Expenses** incurred at the Facility as specified in **Exhibit C**.

b. Administrative Rent - \$4.06 per square foot within the Building (75,200 square feet). These funds shall be transmitted to the County on the date specified within the Rental Payment Schedule.

3.2 Deposit into Major Capital Maintenance Rent Fund; Use of Major Capital Maintenance Rent Fund.

a. Funds in the Major Capital Maintenance Rent Fund may be withdrawn from the Major Capital Maintenance Rent Fund for the purposes specified below:

1. The County may withdraw funds for the purposes of paying any and all costs and expenses relating to the repair, replacement and/or improvement of structural and non-structural components of the Facility as specified in **Exhibit C**.

2. Emergency Capital Repairs are repairs that are necessary to correct items specified in **Exhibit C** when such repairs cannot reasonably be made by the County and when failure to repair these items would result in an immediate threat to the life, health and safety of DHS employees or citizens while using the Facility, unless such repairs were due to the negligence, omission, or intentional acts of DHS. DHS may withdraw funds from the Major Capital Maintenance Rent Fund for reimbursement of "Emergency Capital Repairs." No prior written approval from the County shall be required before commencing Emergency Capital Repairs; however, DHS shall be required to notify the County by telephone at the emergency contact number given by the County, as soon as practicable. Notice shall also be in writing within seven (7) days of commencing such repair. The County shall be entitled to collect any costs it incurs due to DHS' failure to provide written notice of Emergency Capital Repairs to the Facility when the County provides a thirty (30) day written notice to DHS explaining the costs that the County has incurred.

3. Excluding Capital Repairs, DHS shall also be entitled to compensation and/or reimbursement from the Major Capital Maintenance Rent Fund for any capital repairs it makes; provided that, it requests and obtains approval from the County in writing before commencing any capital repair work. Any such request shall include an estimate

of the costs, plans or other supporting documentation which shows the nature and extent of the repairs. No such repairs by DHS shall be entitled to compensation and/or reimbursement until receiving approval from the County. The County shall respond to any such request for approval within a reasonable time. If such request is denied by the County, DHS may not bring another request for a period of three (3) months unless DHS believes that such request was unreasonably denied and DHS submits additional documentation to the County supporting its request. The County shall be entitled to collect as additional rent any costs it incurs which result from any negligent repairs, correcting or bringing the Facility into compliance with local or state law, or removing any liens or other encumbrances on the property as a result of DHS' actions or omissions.

4. The parties agree to meet each year and develop a prioritized list of planned capital improvements for the Facility. DHS has the responsibility for calling the meeting of the parties to develop the prioritized list of planned capital improvements. The meeting shall take place in the first quarter of each calendar year and may be conducted either online or by conference call. The result of the meeting shall be the execution of a Memorandum of Agreement between the parties acknowledging the prioritized list of planned capital improvements.

5. The parties agree that the Major Capital Maintenance Rent Fund will maintain a balance of at least \$50,000. In no event shall the Major Capital Maintenance Fund balance exceed \$500,000 (hereinafter called "Balance Ceiling") unless both parties agree to the accrual of a balance greater than this amount. In the event the Balance Ceiling is met, subsequent rental payments shall not include the \$2.00 Major Capital Expenses portion of the rent until the Fund's balance has been depleted below the Balance Ceiling. The County and/or its designated Trustee shall be responsible for notifying DHS whenever the Balance Ceiling is met. Upon termination of this Rental Agreement any unused funds remaining in the Major Capital Maintenance Fund shall be the property of DHS.

6. To the extent that the parties enter into any future lease agreements involving other properties to be used by the Fulton County DFCS, the parties agree that funds set aside in a "Major Capital Maintenance Rent Fund" may be used to make capital improvements on any of the leased properties upon the approval of the parties. However, in this event, the County shall be required to maintain a separate account for each leased property and in no event shall the balance for the Major Capital Rent Fund of each leased property be less than \$50,000 unless agreed upon by both parties.

7. At the expiration or termination of this Rental Agreement, the parties shall conduct a meeting and/or walk-through within thirty (30) days of such expiration or termination to assess the scope of capital improvements necessary to restore the Facility to

suitable condition. The agreed upon improvements shall be funded from the Major Capital Maintenance Rent Fund. Any remaining balance of the Major Capital Maintenance Rent Fund shall be refunded to DFCS/State of Georgia within one hundred-eighty (180) days of termination of this Rental Agreement.

3.3 Adjustment in Rent Payments. The Rent Payments required under this Rental Agreement are subject to an annual increase upon the County providing DHS with evidence of increased costs associated with operation of this Facility and/or evidence of deficiencies in the Major Capital Maintenance Rent Fund. In addition to annual rent increases due to increased costs associated with the operation of the Facility, rent payments will be subject to renegotiation and a potential increase every thirty-six (36) months during the term of the lease.

4. Obligation to Maintain and Repair Facility.

4.1 At all times during this Rental Agreement and any options exercised hereunder, DHS shall be responsible to maintain, preserve and keep the Facility and the other portions of the Facility in good repair, working order and condition and from time to time, to make, or cause to be made, all necessary or reasonably required maintenance, repairs and replacements thereto. Unless such maintenance qualifies as a capital repair under **Exhibit C**, DHS shall fund, at its own expense, any and all foreseen and unforeseen repairs, restorations, routine preventative maintenance, parking and grounds improvements, including, but not limited to the following: all improvements or fixtures installed by DHS, bulbs, glass breakage, re-decorating, interior paint, carpeting, annual window cleaning, grounds maintenance, landscaping, janitorial or custodial services, trash removal, routine daily maintenance, housekeeping, commercial pest control, bi-annual carpet cleaning, emergency lighting, loading areas, snow removal, trash or recycling containers, any repairs due to DHS' negligence, omission or intentional acts or of its invitees or employees, doors, wall coverings, fixtures installed by DHS or any repair or restoration costing less than \$7,500 per occurrence. The quality of all repairs or restorations must be equal to or better than the original work or installation. DHS accepts the property in an "as is" condition under the terms and conditions of all the provisions stated or referenced herein.

4.2 The County shall have no obligation to inspect the Facility, but shall have the right to inspect at any time during normal business hours or during emergency situations. DHS shall be obligated to immediately report in writing to the County any known defects that affect the integrity of the building (e.g., the development of a roof leak, structural damage, etc.) or in cases of emergency, by telephone or fax, then in writing as specified in Section 3.2(a)(2) above. Failure to timely report serious defects of this nature shall shift the cost of said repairs to DHS regardless of what party performs the work and such work shall not be funded from the

Major Capital Maintenance Rent Fund unless agreed to by the County. DHS shall also be required to report any and all dangerous conditions to the County immediately.

4.3 DHS and/or its Property Manager shall maintain books, records, and/or logs of all maintenance and service that is performed on all of the Building's systems, including but not limited to HVAC, plumbing, and electrical and which demonstrate adequate maintenance and preventative maintenance is occurring as it relates to all equipment and systems. Said records shall be made available for inspection and review by the County upon request. Said books, records and logs should contain such information that would demonstrate the maintenance history, periodic assessments and functional performance standards of the systems. Failure to maintain or falsification of records shall constitute a condition of default.

4.4 All replacement parts and equipment shall become property of the County free and clear of any liens or encumbrances.

5. Insurance and Destruction or Damages to Facility.

5.1 DHS shall be required to comply with the insurance requirements set forth in the "Insurance and Risk Management Provisions" attached as **Exhibit D**. DHS agrees to obtain and maintain such insurance at their expense and will maintain such insurance coverages during the entire length of the lease agreement including any extensions or renewals. Upon request, DHS shall submit evidence of insurance satisfactory to the County as to form and content.

5.2 If at any time during the one year lease and the subsequent renewal options, all or part of the Facility is damaged or destroyed by fire or other casualty, the County shall notify DHS within thirty (30) days after such damage or destruction as to the amount of time the County reasonably estimates it will take to restore the Facility. If the restoration time is estimated to exceed one hundred eighty (180) days from the date of such damage or destruction, either the County or DHS may elect to terminate this Rental Agreement by providing written notice to the other party no later than thirty (30) days after the estimated time of restoration notice given by the County to DHS pursuant to this paragraph. If neither party elects to terminate this Rental Agreement or if the County reasonably estimates that restoration will take one hundred eighty (180) days or less, then, subject to receipt of sufficient insurance proceeds, the County shall promptly restore, or cause to be restored, the Facility to the condition it was in before the fire or other casualty, excluding the improvements installed by DHS and subject to delays arising from the collection of insurance proceeds or from Force Majeure events. DHS, at its expense, shall promptly perform, subject to delays arising from the collection of insurance or from Force Majeure events, all restoration not required to be done by the County. Rent Payments shall be abated for the period of restoration proportionately based upon the area of the

Facility which is not usable by DHS. Insurance proceeds collected by Fulton County for damages to the Facility will be used for Facility repairs. If the Facility is damaged and is deemed a "Total Loss" by the County's insurance provider, the County or DHS can elect to terminate the agreement by providing written notice within thirty (30) days of notification that the Facility is a total loss. In no event shall DHS be obligated to pay rent for the time DHS is unable to use the Facility as a result of fire or other casualty.

5.3 The County shall have no liability to DHS for inconvenience, loss of business or annoyance arising from any repair of any portion of the Facility under this agreement.

5.4 In the event of termination of this Rental Agreement pursuant to this Section 5 of this agreement, then all Rent Payments shall be apportioned and paid to the date on which possession is relinquished or the date of such damage or destruction, whichever occurs last, and DHS shall vacate the Facility within ninety (90) days after such termination; provided, however, that certain provisions of this Rental Agreement shall survive the termination hereof.

6. Condemnation. During the term of this Rental Agreement, if the use of the Facility by DHS is materially adversely affected (a) by reason of the whole or any part of the Facility being appropriated or taken by any municipal, county, state, federal or other authority for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or being sold to the possessor of such power under the threat of its exercise, or (b) by reason of law, ordinance or by court decree, whether by consent or otherwise, DHS shall have the right to immediately terminate this Rental Agreement upon notice to the County and Rent Payments shall be paid based upon the last date of the occupancy of the Facility and surrendering possession of the Facility.

7. Default; Remedies.

7.1 Should DHS, at any time during the term of this Rental Agreement, be in default because of Rent Payments or in the performance of any of the stipulations, covenants, terms, conditions, agreements or provisions of this Rental Agreement and such defaulting party fails to remedy such default within forty-five (45) days, in the case of monetary defaults, or forty-five (45) days in the case of non-monetary defaults after receipt of notice thereof from the non-defaulting party, the non-defaulting party shall be entitled to terminate this Rental Agreement or pursue any or all remedies available to the non-defaulting party under this Rental Agreement, at law or in equity.

7.2 Should the County or its representative, at any time during the term of this Rental Agreement, be in default in the performance of any of the stipulations, covenants, terms, conditions, agreements or provisions of this Rental Agreement applicable to County and/or its

designee and fail to remedy such default within forty-five (45) days, in the case of monetary defaults or forty-five (45) days in the case of non-monetary defaults after receipt of notice thereof from any non-defaulting party, such non-defaulting party shall be entitled to terminate this Rental Agreement or to pursue any or all remedies available to the non-defaulting party under this Rental Agreement, at law or in equity.

8. Miscellaneous.

8.1 Assignment and Subletting. DHS shall be entitled to assign this Rental Agreement, or any interest herein, or to sublet the Facility, or any part thereof, to state agencies or departments; provided, however that it notifies Fulton County and obtains prior written consent, such consent should not be unreasonably withheld. In no event shall DHS be entitled to assign all or any part of this Rental Agreement or sublease all or any part of the Facility to any non-governmental entity, including, without limitation, to any private entity. Consent on one occasion to any assignment or subletting which requires the County's consent shall not abrogate the necessity of DHS obtaining the prior written consent from the County on a subsequent occasion.

8.2 Approvals. Any and all approvals, consents and other actions required or permitted by this Rental Agreement to be taken by DHS may be taken by any one or more of the following persons: State Commissioner of Human Services or his/her delegated representative. DHS hereby authorizes and empowers each and every aforementioned persons to exercise any and all rights, powers and privileges that DHS now has or may hereafter have under or arising from this Rental Agreement, and DHS hereby designates any one of the aforementioned persons, acting alone, as DHS' exclusive representative with respect to said matters. The signature or initials of any one of the aforementioned persons shall constitute the approval of and are binding on DHS, and the County shall have no obligation or duty to investigate the apparent authority of the aforementioned persons that may execute any instrument, certificate or other document or agreement on behalf of DHS.

8.3 Ordinances and Statutes. DHS shall comply with all applicable local, state or federal statutes and/or ordinances now in force, or which may hereafter be enacted, pertaining to the Facility, the Building or any component parts thereof. DHS shall take all necessary precautions for the safety of its employees.

8.4 Possession. The County agrees that DHS shall be entitled to use or occupy the Facility at all times until the termination of this Rental Agreement whereupon DHS shall promptly vacate the Facility and return possession of the Facility to the County. DHS shall confine its office furnishings, equipment, storage of materials and the operations of its

staff/contractors to the areas specified in the Rental Agreement and shall not unreasonably encumber the premises.

8.5 No Estate in Land. Subject to the terms and conditions set forth in this Rental Agreement, DHS agrees that its use and occupancy of the Facility under this Rental Agreement shall be a usufruct and shall not entitle DHS to any estate or interest in the Facility other than a terminable leasehold interest.

8.6 Entire Agreement; Modification. This Rental Agreement supersedes all prior discussions and agreements between the parties with respect to this Rental Agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Rental Agreement. This Rental Agreement shall not be modified or amended in any respect, except by written agreement executed by or on behalf of the parties in the same manner as this Rental Agreement is executed, and specifically referencing such modification or amendment.

8.7 Binding Effect. This Rental Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, legal representatives, and permitted successors and assigns.

8.8 Severability. In the event any provision or portion of this Rental Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision had never been a part hereof.

8.9 Further Assurances. Upon execution of this Rental Agreement, the parties agree, if necessary, to make, execute, deliver or obtain all such necessary affidavits, deeds, certificates, resolutions and/or other instruments and documents, and shall do or cause to be done all such other things which either party may reasonably need to fulfill the intentions and execution of this Rental Agreement.

8.10 Exhibits and Schedules. Each and every exhibit and/or schedule referred to or otherwise mentioned in this Rental Agreement which is referenced or attached hereto is and shall be construed to be a part of this Rental Agreement as if each exhibit and its contents were fully set forth herein.

8.11 References. All references to paragraphs or subparagraphs or to sections or subsections shall be deemed to refer to the appropriate paragraph or subparagraph or section or subsection of this Rental Agreement. Unless otherwise specified in this Rental Agreement, the terms "herein," "hereof," "hereinafter," "hereunder" and other terms of like or similar import,

shall be deemed to refer to this Rental Agreement as a whole, and not to any particular paragraph or subparagraph or section or subsection hereof.

8.12 Notices. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered either by first class or certified or registered mail or by commercial overnight courier to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of a change in address of which proper written notice was not given pursuant to this Section shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party is entitled to change its address for the purpose of receiving any notices, requests, or demands recited herein. DHS may send any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

To Fulton County:

County Manager
Fulton County Government Center
141 Pryor Street, S.W. Suite 10061
Atlanta, GA 30303
Attn: Zachary Williams

Land Division
Fulton County Government Center
141 Pryor Street, S.W. Suite 8021
Atlanta, GA 30303
Attn: Michael Yeargin

County Attorney
Fulton County Government Center
141 Pryor Street, S.W. Suite 4038
Atlanta, GA 30303
Attn: R. David Ware

To Georgia DHS:

Georgia Department of Human Services
#2 Peachtree Street, NW, Suite 29.493
Atlanta, Georgia 30303-3142
Attn: Clyde L. Reese, III, Esq., Commissioner;
Jim Bricker, Director of Office of Facilities & Support
Services

To SPC:

Georgia State Properties Commission

Attn: Transaction Management
 47 Trinity Ave. SW, Suite G02
 Atlanta, GA. 30334

8.13 Intentionally omitted.

8.14 Waivers. The waiver by any party to this Rental Agreement of a breach by any other party to this agreement of any of its terms or conditions of this agreement shall not operate as or be construed as a waiver of any subsequent breach of any such terms or conditions.

8.15 Headings; Gender. Headings or titles to paragraphs or subparagraphs or to sections or subsections in this Rental Agreement are for convenience only, and shall neither limit nor amplify the provisions of this Rental Agreement. All personal pronouns used in this Rental Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders. The singular shall include the plural, and the plural shall include the singular.

8.16 Rights Cumulative. Except as expressly limited by the terms and conditions of this Rental Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

8.17 Counterparts. This Rental Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Rental Agreement.

8.18 Time of Essence. Time is and shall be of the essence in this Rental Agreement.

8.19 Applicable Law. This Rental Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Georgia.

IN WITNESS WHEREOF, the parties herein have executed and delivered this Rental Agreement as of the date of execution of this Rental Agreement.

COUNTY:

FULTON COUNTY, GEORGIA

By: JHE
 John H. Eaves, Chairman
 Fulton County Board of Commissioners

Attest: [Signature]
 Clerk, Fulton County Board of
 Commissioners



APPROVED AS TO FORM:

[Signature]
 County Attorney

[Signatures continued on next page]

ITEM # 12-0712 95/12
 REGULAR MEETING

DHS:

**STATE OF GEORGIA DEPARTMENT
OF HUMAN SERVICES**

By: Clyde L. Reese III
Clyde L. Reese, III, Esq., Commissioner

APPROVED AS TO FORM:

STATE PROPERTIES COMMISSION


By: 
Title: 10/19/12

EXHIBIT A

LEGAL DESCRIPTION (BOUNDARY-TRACT A)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 144 of the 14th District, City of Atlanta, Fulton County, Georgia, being more particularly shown on that Boundary Survey for Bankhead Development, L.C., a Georgia limited liability company, d/b/a Bankhead Partners; Fulton County, a political subdivision of the State of Georgia; NationsBank of Georgia, N.A.; NationsBank of Georgia, National Association, as Trustee; and First American Title Insurance Company, by Travis Pruitt & Associates, P. C., Travis N. Pruitt, Sr., Georgia Registered Land Surveyor No. 1729, dated October 7, 1994, with a final revision date of December 20, 1994, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a point located at the intersection of the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) and the western right-of-way line of Stiff Street (unknown right-of-way width); running thence in a westerly direction along the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) North 86 degrees 27 minutes 21 seconds West, a distance of 276.49 feet to a 1/2" rebar found located on the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/ Bellwood Avenue/right-of-way varies); thence in a northerly direction along the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) North 00 degrees 55 minutes 30 seconds East, a distance of 10.03 feet to a point located on the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) and the TRUE POINT OF BEGINNING; continuing thence in a westerly direction along the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) North 86 degrees 28 minutes 19 seconds West, a distance of 63.66 feet to a point located on the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies); continuing thence in a westerly direction along the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) North 86 degrees 34 minutes 57 seconds West, a distance of 159.19 feet to a point located on the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies); thence leaving the northern right-of-way of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) and running in a northeasterly direction along an arc of a curve to the left along the western boundary of Loveless Avenue Connector (existing private

way) an arc distance of 125.55 feet (said arc being subtended by a chord having a bearing of North 44 degrees 08 minutes 47 seconds East, a length of 110.64 feet and a radius of 73.00 feet) to a 1/2" rebar found; running thence North 05 degrees 07 minutes 29 seconds West along said private way, a distance of 116.79 feet to a point; running thence North 05 degrees 07 minutes 29 seconds West along said private way, a distance of 80.37 feet to a point; leaving said private way, running thence South 84 degrees 52 minutes 31 seconds West, a distance of 143.02 feet to a point; running thence North 05 degrees 07 minutes 29 seconds West, a distance of 605.77 feet to a point; running thence South 89 degrees 05 minutes 06 seconds East along the southern right-of-way line of Loveless Avenue (30' right-of-way), a distance of 127.42 feet to a 1/2" rebar found; running thence South 89 degrees 04 minutes 17 seconds East along said right-of-way, a distance of 96.52 feet to a 1/2" rebar found; running thence South 88 degrees 54 minutes 00 seconds East along said right-of-way, a distance of 162.97 feet to a 1/2" rebar found; leaving said right-of-way running thence South 00 degrees 11 minutes 29 seconds West, a distance of 199.18 feet to a point; running thence South 19 degrees 03 minutes 53 seconds West along the eastern boundary of Tract B as shown on said survey, a distance of 61.60 feet to a point; running thence South 05 degrees 07 minutes 29 seconds East along said Tract B, a distance of 326.63 feet to a point; running thence North 88 degrees 57 minutes 06 seconds West, a distance of 30.99 feet to a 1/2" rebar found; running thence South 00 degrees 55 minutes 30 seconds West, a distance of 290.89 feet to a point located on the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) and the TRUE POINT OF BEGINNING.

TOGETHER WITH those easements contained in that Declaration of Reciprocal Easements by Bankhead Development, L.C., a Georgia limited liability company d/b/a Bankhead Partners, dated as of December 22, 1994, filed December 29, 1994, recorded at Deed Book 19108, page 20, Fulton County, Georgia Records.

EXHIBIT B
PAYMENT SCHEDULE

DATE	A Administrative Payment 75,200 sf x \$4.06/12	B Capital Maintenance Payment 75,200 sf x \$2.00/12	C Total Rent 75,200 sf x \$6.06/12
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7/1/2010	\$25,442.67	\$12,533.33	\$37,976.00
8/1/2010	\$25,442.67	\$12,533.33	\$37,976.00
9/1/2010	\$25,442.67	\$12,533.33	\$37,976.00
10/1/2010	\$25,442.67	\$12,533.33	\$37,976.00
11/1/2010	\$25,442.67	\$12,533.33	\$37,976.00
12/1/2010	\$25,442.67	\$12,533.33	\$37,976.00
1/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
2/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
3/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
4/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
5/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
6/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
7/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
8/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
9/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
10/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
11/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
12/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
1/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
2/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
3/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
4/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
5/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
6/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
7/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
8/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
9/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
10/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
11/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
12/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
1/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
2/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
3/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
4/1/2013	\$25,442.67	\$12,533.33	\$37,976.00

5/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
6/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
7/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
8/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
9/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
10/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
11/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
12/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
1/1/2014	\$25,442.67	\$12,533.33	\$37,976.00
2/1/2014	\$25,442.67	\$12,533.33	\$37,976.00
3/1/2014	\$25,442.67	\$12,533.33	\$37,976.00
4/1/2014	\$25,442.67	\$12,533.33	\$37,976.00
5/1/2014	\$25,442.67	\$12,533.33	\$37,976.00
6/1/2014	\$25,442.67	\$12,533.33	\$37,976.00

Monthly payments during any subsequent Renewal Term of the Rental Agreement shall also total \$37,976.00 subject only to any “truing up” of the Major Capital Maintenance Fund balance pursuant to Paragraph 3.2(a)(5) of the Rental Agreement.

EXHIBIT C

The following items shall be eligible to be authorized or approved for payment from the Major Capital Maintenance Rent Fund, unless required due to negligence, omission or intentional acts of DHS:

1. All structural improvements, repairs or replacements related to the roof, foundation, footings or slab, interior columns, exterior walls or enclosure systems.
2. Parking lot and driveway resurfacing.
3. Entire building systems such as HVAC due to age life or to improve energy efficiency.
4. Elevator systems.
5. Electrical systems.
6. Exterior lighting systems.
7. Plumbing systems.
8. Sprinkler systems.
9. Non-routine repairs and replacements, except on added improvements by DHS.
10. County approved work over \$50,000.00 that improves market value but not deemed a routine maintenance item.
11. Elective modernization of the property deemed appropriate at the sole discretion of the County that adds value to the property but is not required to materially prolong the life of the property.
12. Corrective work mandated by law or to meet newly adopted codes or for safety.
13. Infrastructure improvements such as utility upgrades, roadways, new additions by the County.
14. Elective redecorating by the County such as wall coverings, floor coverings, fixtures, windows, doors, plate glass or system upgrades.
15. Security System.
16. At lease termination and vacating of the Facility by tenant any routine repairs or maintenance necessary to clean up or restore the Facility to suitable condition.

EXHIBIT D

Insurance and Risk Management Provisions **Rental Agreement for 1249 Donald Lee Hollowell Parkway**

Tenant shall insure or self-insure at its own cost and expense its fixtures, furnishings, equipment and personal property which it may use or store on the Premises. Coverage arising from the acts of Tenant's officers, members, and employees shall be through the Georgia Tort Claims Act, O.C.G.A §50-21-20 et seq. and the self-insurance funds maintained pursuant to Georgia Law in the maximum recovery amounts permitted from time to time thereunder. The Georgia Tort Claims Act currently provides coverage for one million dollars (\$1,000,000.00) per person and three million dollars (\$3,000,000.00) per occurrence for claims covered by the Act. Notwithstanding anything herein to the contrary, for any risks under this Rental Agreement for which the Tenant is required to insure against, the Georgia Tort Claims Act applies to such liability, and Landlord shall not recover any amount for such liability covered by the Georgia Tort Claims Act in excess of the maximum limits of recovery permitted thereunder.

Tenant shall maintain, to the extent applicable, Workers Compensation/Employer's Liability insurance in compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted.

Upon written request by Landlord, Tenant shall furnish Landlord with certificates or other acceptable evidence that the above insurance coverages are in effect.



STATE PROPERTIES COMMISSION

47 Trinity Avenue, S.W., Suite G02, Atlanta, Georgia 30334

Chairman
Nathan Deal
Governor

Executive Director
Steven L. Stancil

October 19, 2012

County Manager
Fulton County Board of Commissioners
141 Pryor Street, Suite 7001
Atlanta, Georgia 30303-3142

Dear Landlord:

Enclosed is one executed copy of a Rental Agreement #5185, for space occupied by the Department of Human Services - Family and Children Services located at 1249 Donald Lee Hollowell Parkway, in Atlanta, Georgia 30318-6657.

Please note that we have forwarded executed copies to the occupying agency and we have retained one fully executed copy in our office.

Should you require additional information or have any questions, please contact me at 404-463-5570.

Sincerely,

Thad Jackson
Leasing Manager

TJ:ks

Enclosures

FIRST AMENDMENT TO RENTAL AGREEMENT

This **FIRST AMENDMENT**, hereinafter referred to as “**Amendment**”, is effective this ____ day of ____, 2025 (“**Effective Date**”) by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**Landlord**”, and the **GEORGIA DEPARTMENT OF HUMAN SERVICES – DIVISION OF FAMILY AND CHILDREN SERVICES** an agency, department, commission, board, or bureau, or other entity within the State Government of Georgia, hereinafter referred to as “**Tenant**”.

WITNESSETH THAT;

WHEREAS, Landlord and Tenant entered into that certain RENTAL AGREEMENT dated **October 15, 2012** (hereinafter referred to as the “**Agreement**”), for the rental of the **Premises** more particularly described as follows:

Approximately **75,200** square feet of office space located at
1249 Donald Lee Hollowell Parkway, NW, Atlanta, GA 30318; and

WHEREAS, the term of the Agreement shall expire on June 30, 2025, with no renewal options remaining thereunder; and

WHEREAS, Landlord and Tenant are mutually agreeable to the amendment of said Agreement to provide for one additional one-year renewal option, as provided hereinafter.

NOW, THEREFORE, in consideration of the Premises, and of the covenants, agreements, provisions, terms, conditions, and stipulations herein agreed to be mutually kept and performed by Landlord and Tenant, the parties hereto agree to the following:

1. Initial Term. As of the Effective Date, the Initial Term as defined in Section 2.1 of the Agreement will be extended through June 30, 2026. To memorialize the change of the Initial Term, the language of Section 2.1 of the Agreement is hereby deleted in its entirety and new language shall be inserted in lieu thereof to read as follows:

2.1. Initial Term. The Initial Term under this Rental Agreement shall commence on July 1, 2010 and shall continue for a period of one (1) year, with fifteen (15) one year renewal options (each such term beginning on July 1st and ending on June 30th of the following calendar year).

2. Sufficient Notice. Parties also agree that, notwithstanding the forty-five (45) day notice requirement in Section 2.2 of the Agreement, Tenant has provided sufficient notice of its intent to exercise the final renewal option term from July 1, 2025 through June 30, 2026, and the Agreement shall not terminate on June 30, 2025, but shall be extended through June 30, 2026.

3. **Entire Agreement.** Except as expressly modified by this Amendment, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Landlord and Tenant have hereunto signed, sealed, and delivered this Amendment in duplicate original on the day, month, and year first above written, each of the Parties keeping one of the duplicate originals.

LANDLORD:

FULTON COUNTY, GEORGIA

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

Attest: _____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

[Signatures continue on following page.]

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

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

TENANT:

**GEORGIA DEPARTMENT OF HUMAN
SERVICES – DIVISION OF FAMILY AND
CHILDREN SERVICES**

By: _____

Name: Candice L. Broce

Title: Commissioner



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0457

Meeting Date: 6/18/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Resolution approving a First Amendment to the Ground Lease Agreement between Fulton County, Georgia (Lessor) and Atlanta Executive Aviation, LLC (Lessee); authorizing the Chairman to execute the First Amendment to the Lease Agreement; authorizing the County Attorney to approve the First Amendment to the Lease Agreement as to form and to make modifications thereto prior to execution. Effective upon approval.

Requirement for Board Action

This Agenda Item is presented to the Board of Commissioners pursuant to O.C.G.A. 6-3-25(3), which authorizes the County to lease its established airport to private parties for operation or for operation, space, area, improvements, and equipment, provided in each case that in so doing the public is not deprived of its rightful, equal, and uniform use thereof.

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 Board of Commissioners approved, via Agenda Item 21-0246 on May 5, 2021, a Ground Lease Agreement with Brakkam Aviation Management LLC and The Integral Group LLC as lessee, for 13.879 +/- acres at the Fulton County Executive Airport - Charlie Brown Field, and

subsequently approved, via Agenda Item 21-0548 on August 4, 2021, the lessee's assignment of the Ground Lease Agreement to Atlanta Executive Aviation, LLC, a joint venture limited liability company formed by Brakkam Aviation Management, LLC and The Integral Group, LLC.

The Department of Public Works received a request from Atlanta Executive Aviation, LLC, to modify the substantial completion date for improvements to be made under the Ground Lease Agreement from June 1, 2026 to June 1, 2029.

Community Impact: Approval by the Board of Commissioners to extend the substantial completion date in the Ground Lease Agreement executed with Atlanta Executive Aviation LLC will not impact the community.

Department Recommendation: The Department of Real Estate and Asset Management (DREAM) and the Fulton County Airport Manager recommend approval of the modification of the Ground Lease Agreement with Atlanta Executive Aviation, LLC, as provided in the First Amendment to the Ground Lease Agreement.

Project Implications: Approval of the First Amendment to the Ground Lease with Atlanta Executive Aviation, LLC will allow an existing airport tenant more time to develop construction plans and does not impact annual lease revenue that can be used for the operations of the Fulton County Executive Airport - Charlie Brown Field.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Annual ground lease revenue will be deposited into the Airport Enterprise Fund # 200-540-5601-5220

1 **A RESOLUTION APPROVING A FIRST AMENDMENT TO THE GROUND LEASE**
2 **AGREEMENT BETWEEN FULTON COUNTY, GEORGIA (LESSOR) AND ATLANTA**
3 **EXECUTIVE AVIATION, LLC (LESSEE) TO PROVIDE FIXED BASED OPERATOR**
4 **SERVICES AT THE FULTON COUNTY EXECUTIVE AIRPORT - CHARLIE BROWN**
5 **FIELD; AUTHORIZING THE CHAIRMAN TO EXECUTE THE FIRST AMENDMENT TO**
6 **THE LEASE AGREEMENT; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE**
7 **THE FIRST AMENDMENT TO THE LEASE AGREEMENT AS TO FORM AND TO**
8 **MAKE MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER**
9 **PURPOSES.**

10 **WHEREAS**, Fulton County ("County") is the owner of a tract of land in Fulton
11 County, Georgia, lying north and northwesterly of M. L. King, Jr. Drive and east and
12 southeasterly of the Chattahoochee River, comprising nine hundred eighty-five (985) +/-
13 acres, which the County has developed for use as an airport commonly referred to as the
14 Fulton County Executive Airport – Charlie Brown Field ("Fulton County Airport"); and

15 **WHEREAS**, the County Board of Commissioners approved (via Agenda Item 21-
16 0246 on May 5, 2021) a Ground Lease Agreement ("Lease Agreement") with Brakkam
17 Aviation Management, LLC and The Integral Group, LLC, both Georgia limited liability
18 companies ("Brakkam and Integral"), for the lease of 13.879 +/- acres of County-owned
19 real property at the Fulton County Airport for an initial term of forty (40) years; and

20 **WHEREAS**, the County Board of Commissioners approved (via Agenda Item 21-
21 0548 on August 4, 2021) an assignment of Brakkam and Integral's leasehold interest to
22 Atlanta Executive Aviation, LLC, a joint venture Georgia limited liability company formed
23 by Brakkam and Integral ("Lessee"); and

24 **WHEREAS**, pursuant to the Lease Agreement, Lessee operates as a fixed base
25 operator at Fulton County Airport to engage in the business of the ground handling,
26 servicing, parking, maintenance, and repair of aircraft, among other purposes as more
27 fully set forth in and subject to the terms and conditions in the Lease Agreement; and

1 **WHEREAS**, pursuant to the Lease Agreement, Lessee was to substantially
2 complete various improvements to the leased premises within five (5) years of the
3 execution of the Lease Agreement; and

4 **WHEREAS**, Lessee submitted a request to the Department of Public Works to
5 extend the deadline for substantial completion of Lessee's improvements from June 1,
6 2026 to June 1, 2029; and

7 **WHEREAS**, DREAM and the Fulton County Airport Manager have determined that
8 Lessee's requested extension will not negatively impact airport operations and will allow
9 the County to continue to receive rental revenue while allowing Lessee additional time to
10 meet the substantial completion requirements included in the Lease; and

11 **WHEREAS**, the County and Lessee desire to amend the Lease Agreement to
12 extend the deadline for substantial completion of Lessee's improvements; and

13 **WHEREAS**, pursuant to O.C.G.A. 6-3-25(3), the County is authorized to lease its
14 established airport to private parties for operation or for operation, space, area,
15 improvements, and equipment, provided in each case that in so doing the public is not
16 deprived of its rightful, equal, and uniform use thereof.

17 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
18 approves the First Amendment to the Ground Lease Agreement with Atlanta Executive
19 Aviation, LLC, a joint venture Georgia limited liability company ("Lessee"), in substantially
20 the form attached hereto as Exhibit "A."

21 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
22 is hereby authorized to execute the First Amendment to the Ground Lease Agreement
23 between Fulton County and Lessee.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the First Amendment to the Ground Lease Agreement as to form, and to make modifications thereto as are necessary to protect Fulton County's interests prior to execution by the Chairman.

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

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

FULTON COUNTY BOARD OF COMMISSIONERS

Robert L. Pitts, Chairman (At Large)

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

Exhibit A
Form of First Amendment

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

This **FIRST AMENDMENT TO GROUND LEASE AGREEMENT** (“**First Amendment**”) is made and effective as of the date of last signature hereto, _____, 2025, by and among **FULTON COUNTY**, a political subdivision of the State of Georgia (“**Lessor**”) and **ATLANTA EXECUTIVE AVIATION, LLC**, a Georgia limited liability company (“**Lessee**”).

WITNESSETH

WHEREAS, Lessor owns a tract of land located north and northwesterly of M. L. King, Jr. Drive and east and southeasterly of the Chattahoochee River, comprising nine hundred eighty-five (985) acres, more or less, which Lessor has developed for use as an airport commonly referred to as the Fulton County Executive Airport-Charlie Brown Field (“**FTY**” or “**Fulton County Airport**”); and

WHEREAS, Brakkam Aviation Management, LLC and The Integral Group, LLC, both Georgia limited liability companies (“**Brakkam and Integral**”) desired to lease from Lessor approximately 13.879+/- acres commonly known as “**Parcel 4**” located at the Fulton County Airport; and

WHEREAS, Lessor and Brakkam and Integral entered into a Ground Lease Agreement as of June 1, 2021 (the “**Lease Agreement**”), for an initial term of forty (40) years, pursuant to which Brakkam and Integral operate as a fixed base operator at FTY to engage in the business of the ground handling, servicing, parking, maintenance, and repair of aircraft, among other purposes as more fully set forth in and subject to the terms and conditions in the Lease Agreement; and

WHEREAS, as of August 1, 2021, Brakkam and Integral assigned their interest in the Lease Agreement to Atlanta Executive Aviation, LLC (“**Lessee**”), a Georgia limited liability company jointly owned by Brakkam and Integral, as such assignment is permitted by the Lease Agreement; and

WHEREAS, pursuant to the Lease Agreement, Lessee was to “erect shops, offices, hangars, and exterior signs to remodel and improve all buildings, or demolish and reconstruct buildings,” substantially completing construction of such improvements within five (5) years of the date of execution of the Lease Agreement; and

WHEREAS, the Lease Agreement further provides that the deadline for substantial completion of the improvements may be extended with the approval of Lessor, which approval shall not be unreasonably withheld; and

WHEREAS, Lessee has requested that the deadline for substantial completion of the improvements be extended an additional three (3) years, stating that the continued impact of the COVID-19 pandemic, including shortages of skilled labor, supply chain disruptions, and increases in construction material prices, have caused airports to defer major capital projects by three (3) to five (5) years; and

WHEREAS, Lessor finds it necessary to assist Lessee by granting Lessee’s request to extend the deadline for substantial completion for an additional three (3) years, from June 1, 2026 to June 1, 2029; and

WHEREAS, Lessor and Lessee now desire to amend the Lease Agreement by this First Amendment to extend the deadline for substantial completion of the improvements as further described therein.

NOW THEREFORE, for and in consideration of the premises and mutual agreements and covenants hereinafter set forth, Lessor and Lessee hereto agree as follows:

1. Section 2.1 of the Lease Agreement is amended as follows, with added text in **bold** and deleted text in ~~strikethrough~~:

2.1 The Lessee shall have the right to use and operate the Leased Premises as a Fixed Base Operator ("FBO") to include aircraft arrival and departure guidance; aircraft parking services; selling of aircraft fuels, propellants, lubricants, gasoline and diesel; aircraft tie-down; aircraft ground power; aircraft removal services; disabled aircraft removal; aircraft marshalling and towing; courtesy ramp and ground transportation; FBO passenger terminal and ancillary facility services and equipment related thereto, including without limitation passenger lounge, pilot lounge and snooze room, flight planning, flight catering, telephones, restrooms, automobile parking, passenger and crew courtesy transportation, rental cars, limo/taxi services, catering and advertising; other services normally associated with, or are ancillary to the operation of an FBO; hangar facility and ancillary services and equipment related thereto, including without limitation, tanks, pumps, and other equipment for the maintenance, service and repair of aircraft and to erect shops, offices, hangars, and exterior signs to remodel and improve all buildings, or demolish and reconstruct buildings as permitted herein, provided, however that before any such installations are made, a detailed list, sketch and plan, with itemized estimates of cost thereof, shall be filed in duplicate with the FTY Airport Manager, and written approval thereof obtained, such approval not to be unreasonably withheld, conditioned or delayed. One copy of said list, sketch and plan shall be retained by the Airport Manager, and one signed copy shall be returned to the Lessee. Lessee shall, within two (2) years of the Date of Execution of this Lease Agreement, submit architectural and engineering designs plans and specifications to the Lessor and shall substantially complete construction of such improvements, within ~~five (5)~~ **eight (8)** years of the Date of Execution of the Lease Agreement, unless extended with the approval of the County, which approval shall not be unreasonably withheld.

2. No Other Amendments. Except as expressly amended herein by this First Amendment, all other terms, conditions, and provisions of the Lease Agreement shall remain unmodified and in full force and effect.

3. Counterparts; Delivery. This First Amendment may be executed in multiple counterparts, all of which together shall constitute one and the same original instrument. Electronic signatures to this First Amendment, whether digital or encrypted (including, without limitation, .pdf scan copies, DocuSign signatures and similar formats) as executed by the parties, and regardless of the form of delivery (including but not limited to electronic delivery), shall be deemed and treated as executed originals for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all as of the day and year first written above.

LESSEE:

**ATLANTA EXECUTIVE AVIATION,
LLC**

Dated: _____

Name: Miguel Southwell
Title: President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

LESSOR:

FULTON COUNTY, GEORGIA

Dated: _____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

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.: 25-0458

Meeting Date: 6/18/2025

Department

Public Works

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

Request approval of an Intergovernmental Agreement (IGA) between Fulton County, Georgia and Union City, Georgia for sanitary sewer services. This agreement establishes how the 3MG reserve capacity for Union City, at the Camp Creek WRF, will be managed for a period of 15 years with a potential 5-year extension. Effective upon BOC approval.

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

GA CONST Art. 9, Sec. 3, Para. 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. O.C.G.A. Sec. 36-10-1 requires that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work:

On July 17, 2013 Fulton County and Union City entered into an agreement to allow Fulton County to accept and treat wastewater collected within the sanitary sewer owned Union City. This agreement was set to expire in July 2028. Union City requested a new agreement to clarify the areas of sanitary sewer maintenance responsibility between Union City and Fulton County. This clarification was necessary to define areas where Fulton County would permit the installation of new sanitary sewer and the areas where Union City would perform permitting. Additionally, the new agreement clearly identifies those areas that are maintained by Union City and those areas maintained by Fulton County.

This intergovernmental agreement establishes the terms, conditions, and procedures for Fulton County to manage and treat the 3 million gallons (MG) of reserved wastewater capacity allocated to Union City at the Camp Creek Water Reclamation Facility. It also defines the process for accurately measuring, safely collecting, transporting, and treating Union City's sanitary sewer flows at the Camp Creek WRF. New sections of the proposed IGA establish a formal process for transferring sanitary sewer infrastructure, upon request by the City, for those facilities within its municipal boundaries.

The IGA will be in place for 15 years, with a possible 5-year extension, and will likely be amended when the expansion of the Camp Creek treatment facility is expanded.

Community Impact: This intergovernmental agreement provides the framework under which the property owners within Union City will have sanitary sewer services provided to them by Fulton County.

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

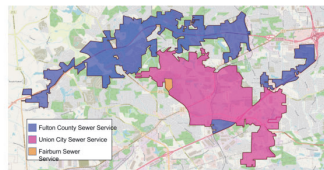
Project Implications: This intergovernmental agreement outlines how sanitary sewer flows, generated from Union City, will be measured, collected, transported, and treated between Fulton County and Union City at the Camp Creek WRF.

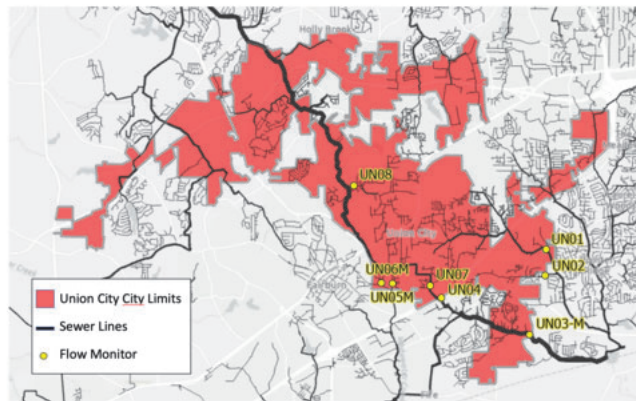
Community Issues/Concerns: No community issues or concerns have been brought to the attention of the Public Works Department.

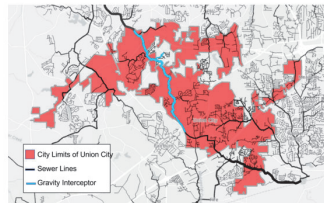
Department Issues/Concerns: The Public Works Department worked diligently with Union City officials in creating this IGA. There are no issues/concerns that have been identified.

Fiscal Impact / Funding Source**Funding Line 1:**

n/a







**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR
WASTEWATER SERVICES BETWEEN FULTON COUNTY, GEORGIA AND THE
CITY OF UNION CITY, GEORGIA FOR CAMP CREEK WATER RECLAMATION
FACILITY**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) between the CITY OF UNION CITY, a municipal corporation of the State of Georgia (“Union City”), and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (“Fulton”) (Union City and Fulton are each a “Party” and collectively the “Parties”), is effective as of the date the last Party to the Agreement executes the Agreement.

WITNESSETH:

WHEREAS, each of the Parties hereto is a governmental entity of the State of Georgia, having the legal authority and obligation to organize, maintain, and operate systems of sewerage in its respective jurisdiction to serve its citizens; and

WHEREAS, Fulton owns and operates the Camp Creek Water Reclamation Facility, ("Camp Creek WRF"); and

WHEREAS, the Georgia Department of Natural Resources, Environmental Protection Division (“EPD”) has mandated that watershed assessment and planning be conducted to support environmental regulatory action on wastewater discharges; and

WHEREAS, both parties agree that it is in their mutual interests to work cooperatively on wastewater management and watershed management in the Camp Creek service area and agree that the environmental management of the common watershed can be enhanced through regional cooperation; and

WHEREAS, the terms of this Agreement are intended to address the long-term needs of the parties related to wastewater management; and

WHEREAS, the Parties wish to set terms and conditions and provide procedures for the current and future use of Camp Creek WRF and future capital improvements to the System, and to agree upon methods of determining and sharing current and future costs of capital improvements and operation and maintenance of the Sewerage System.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do agree as follows:

ARTICLE 1

DEFINITIONS

In the construction of this Agreement, the following terms shall have the following meanings and shall be construed as required by the following provisions, unless inconsistent with the manifest intent of the text:

1.1 **APPLICABLE INTEREST RATE**. The rate of one percent per month.

1.2 **BUSINESS DAY**. Each day excluding each Saturday, Sunday, and state or federal holiday on which banks in the State of Georgia are authorized to close for purposes of customary banking services.

1.3 **CAPITAL IMPROVEMENTS**. Those additions, replacements, or improvements to the Sewerage System, which, under generally accepted accounting principles or practices, are considered capital in nature, and which are made for the purpose of repairing, improving, or expanding the Sewerage System.

1.4 **CITY MANAGER**. The Manager of the City of Union City, or his or her designee, for purposes of this Agreement.

1.5 COLLECTION SYSTEM. A component of the System consisting of the sewer lines, storage facilities, pump stations, and force mains which transport flows to a treatment facility or its influent pumping station.

1.6 DATE OF EXECUTION. The date on which the last Party to this Agreement executes this Agreement.

1.7 DESIGN CAPACITY. Flow capacity in million gallons per day (MGD) of a particular water pollution control or reclamation facility as described in the most recent design study, or any revision thereto, undertaken by the permit holder of said facility, which must be certified by an engineer licensed to practice in the State of Georgia, expressed as average daily flow, maximum-month daily flow, and/or peak wet weather flow; provided, however, as to any facility for which a permit from a regulatory body as to its maximum flow capacity is required, the Design Capacity of such facility shall not exceed such maximum permitted flow capacity.

1.8 DIRECTOR OF PUBLIC WORKS. The Director of Public Works of Fulton, or his or her designee, for purposes of this Agreement.

1.9 GOVERNING AUTHORITY. As applicable, the City Council of the City of Union City, Georgia, or the Board of Commissioners of Fulton County, Georgia, or any replacement governmental body vested with the power to govern the respective jurisdiction under the laws of the State of Georgia.

1.10 NPDES PERMIT. National Pollution Discharge Elimination System Permit.

1.11 PROJECT. Any project consisting of future capital improvements to the System undertaken pursuant to this Agreement.

1.12 PROJECT COSTS. Any and all costs and expenses of any Project, including,

without limitation, the costs of planning, design, engineering, architectural, and construction of the Project, the costs of plans and specifications, the costs necessary or incident to determining the feasibility or practicality of the Project, the costs of acquiring or condemning all lands, properties, rights, and easements acquired for the Project, the costs of all buildings, machinery and equipment included in the Project, the costs of insurance, financing charges and interest as applicable, the costs of compliance with environmental regulations and environmental protection, the costs of re-rating any facility, the costs of project construction management and construction engineering, legal fees and expenses, and such other costs as may be necessary or incidental to the construction and equipping of the Project, and the placing of the Project in operation; provided, however, Project Costs shall not include any operating cost (as accepted by industry standard), any repair or routine maintenance cost, or any cost stemming from a claim, fine or penalty resulting from the negligent or intentional act or omission of Fulton or such Party's agent.

1.13 RATES. Rates shall be established on the basis of a utility industry standard cost of service study prepared by or on behalf of Fulton. Such study shall serve to establish at least the following three rate categories: (1) retail rates billed to residential/commercial customers, (2) wholesale rates, inclusive of a capital component and operations and maintenance component based on no capital contribution to the System ("Capital/O&M"); and (3) wholesale rates, without a capital component and with operations and maintenance based on that customer's capital contribution to the System ("O&M"). Whenever Fulton deems it necessary to revise its rates, Fulton shall notify Union City in writing of the pending rate increase not less than thirty (30) days prior to submittal of such revised rates to Fulton's Governing Authority for approval. Upon approval of such rates, Fulton shall notify Union City in writing by the first to occur: (a) thirty (30)

days after such approval by the respective Governing Authority or (b) at least thirty (30) days prior to the effective date of such rates, which notice shall state each rate and the effective date thereof. Nothing herein is intended to be construed as affecting Fulton's sole authority to revise its rates. All documentation used in cost-of-service studies, if any, shall be provided by Fulton to Union City within ten (10) Business Days of the date upon which Fulton's Governing Authority revises its rates.

1.14 RESERVED CAPACITY. The quantity of flow expressed as million gallons per day or thousand gallons per day purchased and allocated for use by Union City of Camp Creek WRF, as set forth in Section 5.1.2.

1.15 REQUIRED FINANCIAL CONTRIBUTION. The dollar amount payable by Union City with respect to each future Project equal to (a) the sum of the Total Project Cost for the Project minus the total amount of all state and federal funds, (b) multiplied by Union City's Required Financial Contribution Percent.

1.16 REQUIRED FINANCIAL CONTRIBUTION PERCENT. The applicable percent specified in Section 2.1 or in an amendment to this Agreement for the applicable Project, or if no percent is so specified for any future capital improvement to the Sewerage System, the percent which such Reserved Capacity (following such capital improvement) is of the Design Capacity of Camp Creek WRF (following such capital improvement).

1.17 SEWERAGE SYSTEM, SEWER SYSTEM, OR SYSTEM. The physical system of sewers, pumping stations, force mains, storage and treatment facilities by which Union City and Fulton collect, convey, treat, and discharge wastewater within the Camp Creek service area.

1.18 TOTAL PROJECT COST. The aggregate dollar amount of all Project Costs of a

future Project undertaken pursuant to this Agreement.

ARTICLE 2

FINANCIAL CONTRIBUTION BY UNION CITY

2.1 UNION CITY'S REQUIRED FINANCIAL CONTRIBUTION PERCENT FOR CAMP CREEK WRF. Union City's total Required Financial Contribution Percent for the Camp Creek WRF Improvements shall be 12.5% of Camp Creek WRF's current capacity as determined in Section 5.1.2.

ARTICLE 3

FUTURE CAPITAL IMPROVEMENTS OF FULTON

3.1 DETERMINATION TO MAKE FUTURE CAPITAL IMPROVEMENTS.

Fulton may make necessary Capital Improvements to the Sewerage System from time to time, subject to approval by appropriate state or federal regulatory agencies, if excessive water loads or flows are impairing the efficient operation of the System, if additional capacity is required, if such improvements are necessary to comply with the regulations or requirements of agencies of the State of Georgia and/or agencies of the federal government, or if improved processes are available and the additions of said processes are necessary or desirable to provide operations which are more efficient and economical. Union City agrees that the determination to make capital improvements for any one or more of the reasons aforementioned shall be made by Fulton. For the purpose of long-range planning, the Parties, acting by and through the City Manager of Union City and the Fulton Director of Public Works, shall meet at least annually or more frequently as deemed necessary to discuss Inflow and Infiltration ("I/I") concerns and reductions determine whether additional capacity to serve both

jurisdictions will be required, necessary, or desirable, for any facility which is part of the Sewerage System. The Parties agree that any such meeting will be held within thirty (30) days of a written request therefor from either Party.

3.2 NOTICE. Upon the determination that Capital Improvements to the System are necessary, desirable or appropriate pursuant to Section 3.1, Fulton shall provide written notice to Union City of such determination, which notice also shall include Fulton's current estimate of the Total Project Cost and its calculation of the Required Financial Contribution from Union City, based on Union City's Required Financial Contribution Percent, for such Project. Fulton's estimate of the Total Project Cost shall be supported by the estimate from the contractor who was awarded the contract for the aforesaid Capital Improvement. Union City shall respond in writing acknowledging such notice within thirty (30) days after the date such notice is received.

3.3 PAYMENT. The date Union City begins making its Required Financial Contribution will depend on when Union City receives written notice from Fulton. If Union City receives written notice prior to sixty (60) days of the commencement of Union City's next fiscal year, Union City shall pay the Required Financial Contribution within forty-five (45) days of the beginning of that fiscal year. If Union City does not receive the above-described notice at least sixty (60) days prior to the beginning of Union City's next fiscal year, Union City shall pay the full Required Financial Contribution within forty-five (45) days of the beginning of Union City's succeeding fiscal year. Upon completion of the Project, adjustments to the estimated Total Project Cost shall be made in accordance with Sections 4.2 and 4.3.

Union City shall pay its financial obligations under this Agreement in accordance with the provisions of this Agreement, whether or not a Project, or any part thereof, has been completed, is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction by offset and shall not be conditional upon the performance or non-performance by Fulton of any other agreement or any other condition whatever.

ARTICLE 4

PAYMENTS AND OWNERSHIP

4.1 **FAILURE TO RESPOND.** In the event Union City fails to comply with Articles 2 and 3 of this Agreement, such failure shall be deemed a material breach of this Agreement and all remedies set forth in this Agreement, including the provisions of Section 4.3, shall be available to Fulton.

4.2 **ADJUSTMENT OF PAYMENTS.** Union City and Fulton agree that the calculation of the Total Project Cost for future Capital Improvements and Union City's Required Financial Contribution with respect thereto are estimates, and that circumstances may arise that cause a change to such estimates. After (a) Fulton initiates any Capital Improvement pursuant to this Agreement and has certified that construction of such Capital Improvement has been completed in accordance with approved plans and specifications, (b) final payment of all federal or state grant money due Fulton, if any, has been received, (c) final payment to the construction contractor(s) has been made-and resolution of any appropriate construction claims (excluding claims stemming from a negligent or intentional act or omission of Fulton) has occurred and (d) Fulton has determined the final Total Project Cost

of the Capital Improvement, then the mathematical adjustment of the total Required Financial Contribution payable by Union City shall be made. If an adjustment needs to be made and Union City receives billing for that adjustment at least sixty (60) days prior to the beginning of that fiscal year, Union City shall pay such additional Required Financial Contribution within forty-five (45) days of the beginning of Union City's fiscal year. If Union City does not receive such billing at least sixty (60) days prior to the beginning of its fiscal year, Union City shall pay the additional Required Financial Contribution within forty-five (45) days following the beginning of Union City's next fiscal year.

4.3 FAILURE TO PAY WHEN DUE. In the event of any failure to pay when due any amount due under this Agreement, interest shall automatically accrue on such delinquent amount in accordance with Sections 1.1 and 8.2, from the date such payment is due until full payment of such delinquent amount and accrued interest thereon is made.

4.4 OWNERSHIP OF SYSTEM. Union City agrees that the payment of its Required Financial Contributions as described in Section 2.1 and payment of the rates assessed for its flow to Camp Creek WRF constitutes consideration paid for Union City's contractual right to use Camp Creek WRF in the amount of its Reserved Capacity therein and does not constitute consideration paid for any ownership right, ownership interest, indicia of ownership or other property right in Camp Creek WRF. Union City's use of Camp Creek WRF in the amount of its Reserved Capacity specified herein shall not constitute any transfer of any ownership rights, ownership interests or other property rights in Camp Creek WRF.

ARTICLE 5

USE OF FACILITIES

5.1 UNION CITY'S RIGHT TO USE OF CAMP CREEK.

5.1.1 CURRENT FACILITY. Subject to Section 2.1 of this Agreement and payment of the additional Required Financial Contribution described in Section 2.1, Union City's Reserved Capacity in Camp Creek WRF shall be 3.00 MGD with respect to the current Camp Creek WRF.

5.1.2 RESERVED CAPACITY. Union City's payment of its additional Required Financial Contribution pursuant to Articles 3 and 4 hereof, and Union City's timely payment of applicable treatment rates for its use of Camp Creek WRF pursuant to the Agreement, will entitle Union City to discharge in the future no more than the following respective Reserved Capacity of flow to Camp Creek WRF:

Camp Creek WRF

	Design Capacity (MGD)	Union City's Reserved Capacity (Percent)	Union City's Reserved Capacity (MGD)
Maximum Month Daily Flow	24	12.50%	3.0

5.1.3 RE-RATING OF RESERVED CAPACITY. [RESERVED].

5.1.4 UNUSED RESERVED CAPACITY. Union City is prohibited from selling its unused Reserved Capacity to other jurisdictions or any private entities outside of its municipal limits. In addition, Union City shall not extend, or permit extensions of or connections to, the System outside of the current or future municipal limits of Union City.

5.1.5 DETERMINATION AND PAYMENT OF APPLICABLE RATES. Union

City agrees to pay for its flow usage at an established rate that reflects the cost of service being provided as established and revised from time to time in accordance with Section 1.13. The rate for flows exceeding the Reserved Capacity shall be the wholesale rate inclusive of a capital component based on no previous capital contribution to the system (Capital/O&M). Payments shall be due within thirty (30) days of receipt of such billing.

5.2 DETERMINATION OF FLOWS. The basis for billing shall be metered flow volumes wherever possible. The location of current meters monitored by Fulton is shown on the map attached hereto as Exhibit A. Meters shall be calibrated no less often than quarterly, and appropriate calibration records shall be retained. Union City shall have the opportunity to observe the calibration process, test the calibration equipment and review the calibration records of Fulton upon written request. Any meter tested and found to be accurate within ten percent shall be considered accurate for billing purposes. The cost of monitoring the flows and of any quarterly calibration services shall be borne equally by the parties, with Union City's share of any such costs being due and payable to Fulton no later than thirty (30) days from Union City's receipt of an invoice from the County. If payment is not remitted by the due date, Union City agrees to pay Fulton (in addition to Union City's share of the calibration costs) a late charge equal to five percent (5%) of Union City's share of the calibration costs. The parties agree that a 250 gpd amount will be used for house counts where it is not economically feasible for a flow meter to be placed. Where a dispute arises with respect to the accuracy or appropriateness of metering results, the City Manager and the Director of Public Works shall attempt to resolve the dispute in good faith before seeking other options that may be available to the parties.

5.3 PROVISION OF DATA. Both Parties agree to provide flow data, or, if flow is not

metered, water consumption within the service area and population data to the other Party as may be reasonably requested in writing by the other Party within ten (10) business days following receipt of each such request.

5.4 CHANGES IN CAPACITY. Union City may request additional Reserved Capacity in Camp Creek WRF. Any increase of Reserved Capacity shall require the adjustment of the Required Financial Contribution Percent for the Total Project Cost of any future capital improvements to such facility. The percentage of Reserved Capacity and the parallel Required Financial Contribution Percent may not, however, be increased or decreased except by formal written amendment of this Agreement. Fulton shall act on Union City's request for additional Reserved Capacity within sixty 60 days of Fulton's receipt of the request. Should Fulton deny Union City's request for additional Reserved Capacity due to Camp Creek WRF having no more Unallocated Reserved Capacity, then the Excess Flow provisions of Section 5.5 may be implemented. However, should Fulton deny Union City's request for additional Reserved Capacity for any reason other than Camp Creek WRF having no more Unallocated Reserved Capacity available, or should Fulton fail to respond to Union City within sixty 60 days of Fulton's receipt of Union City's request for additional Reserved Capacity, then the higher rate for future Excess Flows as described in Section 5.5 shall not be implemented. This Section does not limit implementation of the Excess Flow provisions of Section 5.5 in any circumstances other than those described above regarding requests by Union City for additional Reserved Capacity.

5.5 FUTURE EXCESS FLOW. When the average daily flow received from Union City to Camp Creek based on a 60-day reporting period reaches 80% of the Reserved Capacity for such facility, Union City must prepare and submit to Fulton a written plan which demonstrates

how future flows will be maintained within the Reserved Capacity. Should Union City's flow received at Camp Creek WRF exceed its then-current Reserved Capacity, Union City shall immediately take appropriate measures to reduce its flow to within its Reserved Capacity. Continued discharge in excess of the Reserved Capacity calculated as a daily average over 60 days' time, will be considered a material breach of contract, for which Fulton is entitled to one or more of the following remedies, none of which shall be an exclusive remedy: (a) immediate payment of the applicable rates set forth in Section 5.2 with respect to the Reserved Capacity flow and the flow in excess of the Reserved Capacity, (b) payment (or reimbursement) of any and all damages caused to third parties directly related to such excess flow, (c) immediate payment (or reimbursement) of any and all civil penalties and fines imposed by regulatory agencies or courts of law directly attributed to such excess flow, (d) interest on any aforesaid amount not paid when due pursuant hereto at the Applicable Interest Rate calculated in accordance with Section 8.2, and (e) any and all other remedies available at law or in equity. Any amount payable pursuant to this Section 5.5 shall be paid by Union City within fifteen (15) days following written demand therefor.

ARTICLE 6

COLLECTION SYSTEM

6.1 **FULTON'S RIGHTS/RESPONSIBILITIES.** Fulton shall have the right to make or permit connections to that portion of the Collection System located within the sewer service boundaries outlined as Fulton's responsibility in the map attached hereto as Exhibit B, subject to Fulton first receiving a right to serve letter from Union City for those areas depicted in Exhibit B within the municipal limits of Union City. Fulton shall continue to provide retail sewer service to its existing customers located within the corporate limits of Union City (as those limits currently

exist and as they may be expanded in the future by annexation) delineated as its responsibility in Exhibit B unless and until such time as the Parties mutually agree to transfer such retail customers to Union City. Union City shall provide retail sewer service to its existing customers unless and until such time as the Parties mutually agree to transfer such retail customers to Fulton. Notwithstanding the above, permitting related to any direct connection to the interceptor wastewater line located in or around Union City, identified in the map attached hereto as Exhibit C, shall be the sole responsibility of Fulton.

6.2 UNION CITY'S RIGHTS/RESPONSIBILITIES. Union City shall have the right to make or to permit new connections to that portion of the Collection System located within the corporate limits of Union City, subject to the restrictions set forth in Section 6.1.

6.3 CHARGES FOR CONNECTIONS. Union City shall have the right to determine and impose charges for new connections permitted or made to the Collection System within Union City's corporate limits. This right shall include the right to contract with other sewer service provider(s) for the use of the Sewerage System within its sewer service boundaries, provided that Union City shall not permit, by contract or otherwise, the discharge of flow which will result in Union City's exceeding its maximum Reserved Capacity flow to Camp Creek WRF as set forth in Article 5 hereof. .

6.4 INFLOW AND INFILTRATION (I/I) PROGRAM - UNION CITY. Union City shall implement an I/I program to reduce I/I to its Collection System. Union City shall submit to Fulton annual reports indicating action taken and amount of reduction of I/I in the Collection System due to those actions.

6.5 INFLOW AND INFILTRATION (I/I) PROGRAM - FULTON. Fulton shall

implement an I/I program to reduce I/I to its portion of the Collection System located within the municipal limits of Union City, and that part of Fulton's Collection System outside of Union City that flows into Union City, as described in Section 3.1. Fulton shall submit to Union City annual reports indicating action taken and amount of reduction of I/I in the Collection System due to those actions.

ARTICLE 7

SEWER USE ORDINANCES AND INDUSTRIAL PRETREATMENT PROGRAMS

7.1 **RESPONSIBILITIES.** Each Party will be responsible for implementing, updating, enforcing, monitoring and controlling its sewer use ordinance and industrial pretreatment programs within its jurisdictional limits.

7.2 **REVISIONS.** To the extent that either Party's sewer use ordinance and industrial pretreatment program is inconsistent with state and federal requirements, that Party will amend and/or revise its sewer use ordinance and industrial pretreatment program to comply with all state and federal requirements and will accept and implement reasonable changes to such ordinance and program requested in writing by the other Party with respect to control of discharges from or through Union City which ultimately will be treated at Camp Creek WRF. When required for compliance with Fulton's NPDES permit, Union City will revise its ordinance and industrial pretreatment program in a manner reasonably acceptable to Fulton.

7.3 **ENFORCEMENT AND PERMITTING.** Each Party agrees to diligently enforce its sewer use ordinance and industrial pretreatment program for users of its portion of the Sewerage System. Union City will issue new permits to all industrial dischargers within its municipal limits as required by its ordinance and pretreatment program and will monitor compliance with the

permits. A written report of non-compliant discharges within Union City's municipal limits to tributaries of Camp Creek will be provided to the other party by the party whose retail customer(s) caused such discharge(s).

7.4 FAILURE TO ENFORCE. In the event either Party fails to take reasonable pretreatment enforcement action on a timely basis, the other party may take whatever action by law it is authorized to take.

7.5 ANNUAL REPORTS. Each Party will submit a written annual report to the other party on the compliance status of each of their respective significant industrial customers located within the corporate limits of Union City and any enforcement response taken or anticipated. Each such report will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions.

7.6 EMERGENCY ACTION. Each Party, acting as an agent of the other Party, may take emergency action to stop or prevent any discharge into its sewer system for treatment at Camp Creek WRF that is generated in, or transported through Fulton or Union City, when in the reasonable opinion of either Party such discharge presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference or contamination to either Party's System. Both Parties agree to provide such notice as is practicable to the sewer user and the other Party of its intent to take emergency action prior to taking action; provided, however, it is understood and agreed the opportunity to respond to such action or anticipated action may be limited to a hearing after the emergency powers of either Party have been exercised.

ARTICLE 8

PROVISIONS OF GENERAL APPLICATION

8.1 **RIGHT TO SEEK SPECIFIC PERFORMANCE.** The Parties agree that the costs and damages resulting from a breach of the contractual rights to use the Sewerage System facilities up to the specified amounts granted by this Agreement may not be susceptible of monetary calculation, and that damages recoverable at law may not be adequate compensation for nonperformance of the covenants of this Agreement. It is therefore agreed that in each instance where money damages are not an adequate remedy and the provisions of Section 8.8 have been complied with, either Party shall be entitled to specific performance or any other equitable remedies provided by law.

8.2 **RATE OF INTEREST.** Whenever this Agreement provides for the accrual and payment of interest on sums to be paid by one party to the other, such interest shall be calculated at the Applicable Interest Rate as defined in Section 1.1. Interest shall be calculated at the Applicable Interest Rate based upon the total number of calendar days during which the applicable amounts remain unpaid, including the original due date of the delinquent payment and excluding the day on which the amount (including accrued interest) is paid in full.

8.3 **OPERATIONS REVIEW.** Both Parties agree that, upon receipt by one Party of a written request from the other Party for an operations review, an operations review to determine the status of the operations, maintenance and personnel needs of any component of the Sewerage System, as well as the efficiency, management and reliability of the cost-effectiveness of the operation of any component of the Sewerage System, shall be completed and a written report of such review and the resulting recommendations shall be delivered to the requesting Party within

ninety (90) days following receipt of the written request. The reasonable out-of-pocket costs of the operations review will be paid by the Party requesting same. The recommendations of an operations review will not bind either Party.

8.4 SEVERABILITY. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein. This Agreement shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provisions of said Constitution or laws, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

8.5 WAIVER. A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

8.6 TERM OF AGREEMENT. This Agreement shall be in effect and shall constitute a binding obligation of the Parties hereto from and after its execution by the last Party to execute same and shall continue in effect for fifteen (15) years. Upon written notice not less than ninety (90) days prior to expiration, this Agreement may be renewed for an additional term of five (5) years.

8.7 PERIODIC REVIEW OF PROVISIONS. The Parties shall hold periodic reviews of the provisions of this Agreement in order to provide for the changing needs of both Parties, and to insure the Sewerage System meets all applicable state and federal requirements, as they may be

promulgated or amended. The Parties agree to negotiate diligently and in good faith to accommodate each other's needs and proposed amendments and to use all diligent and good faith efforts to enact by appropriate legislation such amendments as are agreed upon by both Parties to be appropriate. No such amendments to this Agreement shall become effective unless authorized by the respective Governing Authority of both Parties. However, nothing herein shall prevent either Party from proposing amendments to the other at any time during the term of this Agreement.

8.8 RESOLUTION OF DISPUTES. Should there arise any issues or disputes related to this Agreement, the Parties will in good faith attempt to resolve such issues or disputes promptly and amicably, and may by mutual agreement submit same to non-binding mediation.

8.9 INSURANCE COVERAGE. Fulton shall self-fund insurance coverage for its capital assets and personalty included in the Sewerage System. This self-funded coverage will be sufficient to cover reasonably foreseeable risks and shall insure the buildings' systems, equipment and other improvements and all additions, extensions, alterations and modifications thereto. Any costs associated with this coverage shall be paid for by Fulton.

8.10 DAMAGE OR DESTRUCTION OF FACILITIES. In the event of damage or destruction by fire or other casualty of the Sewerage System, Fulton shall, with reasonable diligence and dispatch, repair, or rebuild, or otherwise make provision for restoring functionality to said facilities so as to restore them as nearly as possible to the condition which existed immediately prior to the damage or destruction, subject to such modifications as may be agreed to by the parties. Any repair or rebuilding required hereunder shall be paid for with the proceeds of the insurance required under Section 8.9 and any remaining costs shall be paid by Fulton as the

owner of the Camp Creek WRF.

8.11 PERSONAL LIABILITY. No elected official, director, officer, or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution thereof.

8.12 RESPONSIBILITY OF PARTIES FOR SEWERAGE SYSTEM. Union City and Fulton shall be responsible for the maintenance, repair and operation of their respective components of the Sewerage System, except as otherwise agreed to by the Parties through a separate memorandum of understanding or agreement. No Party not a signatory to this Agreement shall be a beneficiary of the rights and obligations hereunder.

8.13 TIME OF ESSENCE. Time is of the essence for all the terms of this Agreement.

8.14 HEADINGS. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement.

8.15 ASSISTANCE. Union City and Fulton agree to provide each other with assistance in the form of plans and specifications, reports and projections, as may be necessary or appropriate for the efficient operation of the Sewerage System.

8.16 NUMBER OF ORIGINAL DOCUMENTS. It is agreed between the Parties that this Agreement shall be executed in two or more originals, all of which shall constitute one and the same document, and any one of which may be used for any purpose for which an original executed document may be used.

8.17 ASSIGNMENT OF AGREEMENT. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Agreement;

provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by any Party hereto except with the consent in writing of the other Party hereto which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement without consent shall relieve a Party hereto of any obligation hereunder.

8.18 INTERGOVERNMENTAL AGREEMENT. The parties hereto agree that this Agreement is an intergovernmental contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

8.19 PRIOR AGREEMENTS. This Agreement supersedes any and all previous agreements between Fulton and Union City concerning the same subject matter as this Agreement.

8.20 DEFAULT. Failure of Union City to pay Fulton any of the payments required under this Agreement when due or failure of either Party to comply with any covenant, term, or obligation of this Agreement shall constitute a material default on the part of such Party. In any such event the non-defaulting Party may, after complying with the provisions of Section 8.8, bring any suit, action, or proceeding in law or in equity, including but not limited to mandamus, injunction and/or action for specific performance, as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other Party.

8.21 NOTICE. All notices pursuant to this Agreement shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, or by registered overnight mail or delivery service, charges prepaid. All notices to Fulton shall be addressed as follows, unless otherwise directed in writing:

County Manager
Fulton County Government Center
141 Pryor Street, Suite 10061
Atlanta, Georgia 30303

With a copy to:

Director, Fulton County Department of Public Works

Fulton County Government Center

141 Pryor Street, Suite 6001

Atlanta, Georgia 30303

With a copy to:

Office of the County Attorney

Attn: County Attorney

Fulton County Government Center

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

All notices to Union City shall be addressed as follows, unless otherwise directed in writing:

Mayor

City of Union City

5047 Union Street

Union City, Georgia 30291

With a copy to the:

City Manager

City of Union City

5047 Union Street

Union City, Georgia 30291

[signatures on following page]

IN WITNESS WHEREOF, the duly authorized officials of Union City and Fulton have caused the name of Union City and the name of Fulton and the seals of said political subdivisions and the signatures of their duly authorized executive officers to be affixed hereto below:

ATTESTED:

FULTON COUNTY, GEORGIA

Tonya R. Grier
Clerk to the Commission

(SEAL)

Robert L. Pitts, Chairman
Board of Commissioners

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Office of the County Attorney

David Clark, Director
Department of Public Works

ATTESTED:

CITY OF UNION CITY, GEORGIA

City Clerk

(SEAL)

Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney

Director of Public Works

EXHIBIT A
[Title]

EXHIBIT B

[Title]

EXHIBIT C
[Title]



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0459

Meeting Date: 6/18/2025

Department

Emergency Management

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

Request approval of a Resolution authorizing the adoption of the 2025 Fulton County Local Emergency Operations Plan (LEOP).

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

Ga. Const. Art. IX, §II, ¶1 Home Rule Powers and Fulton County Code § 1-117.

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

Justice and Safety

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

Scope of Work: The Georgia Emergency Management Agency (GEMA) requires each county in the State of Georgia to develop a Local Emergency Operations Plan (LEOP). The LEOP outlines the management and coordination of resources during major emergencies for both internal, county departments, as well external partners. Emergency response procedures, policies, structures and responsibilities are outlined within the LEOP.

Community Impact: The Georgia Emergency Management Agency (GEMA) requires each county within the State of Georgia to develop a Local Emergency Operations Plan (LEOP). The purpose of this plan is to define the structure and processes through which the County's Emergency Management Agency manages

incidents and coordinates response efforts. This comprehensive document outlines the roles, responsibilities, and procedures of local governments and partner organizations in the event of an emergency or disaster. It establishes clear lines of authority, identifies potential hazards and risks, and details the coordination of resources during a crisis. A critical component of the plan's success is the integration of internal and external stakeholders, including- but not limited to-state and federal agencies, municipal governments, public authorities, school systems, the private sector, and non-governmental organizations. Fulton County partnered with BOLD Planning to develop the LEOP through a collaborative, multi-agency process. Over the course of two years, numerous workshops were held, bringing together subject matter experts who provided essential input on incident response strategies. Their contributions ensured that the plan's components are accurate, relevant, and operationally sound. The community impact of a Local Emergency Management Plan (LEOP) is significant, as it directly contributes to the public safety, resilience, and coordinated disaster response.

Department Recommendation: The Atlanta-Fulton County Emergency Management Agency recommends Board of Commissioners' approval for this agenda item. Approval of this item will not require the expenditure of any additional County funds.

Project Implications: No future implications are anticipated in terms of potential changes in budget, service provision or County policy/operations.

Community Issues/Concerns: No issues or concerns have been raised by internal/external partners concerning this specific agenda item.

Department Issues/Concerns: The Atlanta-Fulton County Emergency Management Agency does not have any specific issues or concerns as it relates to this specific agenda item.

Fiscal Impact / Funding Source

Funding Line 1:

[Click here to enter text.](#)

Funding Line 2:

[Click here to enter text.](#)

Funding Line 3:

[Click here to enter text.](#)

Funding Line 4:

[Click here to enter text.](#)

Funding Line 5:

[Click here to enter text.](#)

FULTON COUNTY

LOCAL EMERGENCY OPERATIONS PLAN (LEOP)



DRAFT

FOR OFFICIAL USE ONLY

NOTICE: This document contains information pertaining to the deployment, mobilization, and tactical operations of Fulton County in response to emergencies. Information related to critical infrastructure has been redacted and is exempt from public disclosure under Georgia state law pursuant to O.C.G.A. § 50-18-72(a)(25)(A).

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PROMULGATION STATEMENT

Transmitted herewith is the Local Emergency Operations Plan for Fulton County. It provides a framework in which Fulton County can plan for and perform their respective emergency responsibilities during a disruption, disaster or emergency event.

This Plan was prepared in accordance with the highest level of continuity principles and standards. This plan supersedes any previous Emergency Operations Plans and has been agreed upon by the Fulton County Emergency Management/Homeland Security Agency. It will be reviewed and re-certified as required by the State of Georgia. Recipients are requested to advise the Fulton County Emergency Management/Homeland Security Agency of any changes which might result in its improvement or increase in its usefulness.

APPROVED BY: _____
Joseph Barasoain, Director

DATE: _____

RECORD OF CHANGES

[illegible]

PREFACE

The Fulton County Local Emergency Operations Plan (LEOP) describes the structure and guidelines for managing an emergency or disaster that affects Fulton County. It is built upon scalable, flexible, and adaptable coordinating principles, which links all levels of government, nongovernmental organizations, and the private sector. It also complements a larger system of interrelated plans at the local, state and federal levels which are founded upon the National Response Framework (NRF) and the principles of the National Incident Management System (NIMS), to include the Incident Command System (ICS). The interconnected nature of the plans and incident management are designed to allow maximum coordination and cooperation between responders from all levels of government, and addresses all significant hazards to which Fulton County is vulnerable.

Since the planning process is continuous, this LEOP and associated plans are living documents and require maintenance. Recipients of this LEOP are expected to develop detailed plans, procedures, arrangements, and agreements for their agencies, train their personnel to implement those plans, procedures, arrangements and agreements regularly, and make changes as needed. Changes to this LEOP will be issued as appropriate. Supplements to this LEOP which deal with particular hazards and with regional planning problems will be issued periodically. Agencies or organizations which find areas of the LEOP that need improvement should advise the Fulton County Emergency Management/Homeland Security Agency so that changes may be incorporated in an orderly manner.

The foundation principle of this system is that the local jurisdiction has primary responsibility for emergency preparation and response. This leaves the local authorities in command of their jurisdictions where State and Federal resources support the local government, unless the crisis is of such a nature that Federal lead is declared. In accordance with this principle, local resources are expended first. If the resources are insufficient, Fulton County Emergency Management will request assistance from other counties and/or the State of Georgia. This assistance may be provided peer-to-peer from other County or State agencies, or overall under the direction of the Governor through the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). In the event of a major emergency or disaster where the Governor of Georgia requests Federal assistance, FEMA will coordinate the response and resources from the Federal government using the NRF.

This LEOP is designed in segments. The Basic Plan describes the overall emergency management structure, assignment of responsibilities and general guidance for the emergency management program. This program includes all the activities related to the five phases of emergency management: prevention, preparation, mitigation, response, and recovery.

The details of the LEOP are found in the Emergency Support Function (ESF) Annexes. These are function-specific guidelines for the delivery of specific products and services that in turn support field operations and recovery prior to, during, and after emergencies or disasters. ESFs are mechanisms for grouping like functions that are frequently necessary during emergencies or disasters in accordance with the NRF.

Roles and responsibilities addressing specific hazards will be provided as appendices to the LEOP. These appendices extend and amplify the procedures in the Basic Plan that pertain specifically to those emergency scenarios.

I. INTRODUCTION

A. General

Presidential Policy Directive 5 (PPD-5) requires State and Local governments to adopt the fundamental principles, language and operational concepts embedded in the National Incident Management System (NIMS) and the National Response Framework (NRF) as a condition for receiving certain categories of federal support for Emergency Management. Presidential Policy Directive 8 (PPD-8) describes the nation's approach to national preparedness. To meet these requirements, Fulton County created this Local Emergency Operations Plan (LEOP) and the Fulton County Emergency Management/Homeland Security Agency officially adopted it on Plan Not Yet Active.

The revised Fulton County LEOP is the product of a detailed and focused planning process that 1) fully incorporates NIMS concepts, principles, practices and language; 2) capitalizes on the lessons learned from past incidents; and 3) incorporates plans, programs, and policies that have emerged since the last revision of the LEOP. The LEOP establishes a framework through which the County may better prepare for, respond to, recover from, and mitigate a wide variety of disasters that could adversely affect the health, safety and/or general welfare of local residents and the emergency workers of Fulton County. The LEOP provides guidance to Fulton County officials on operating procedures, organizational needs, and individual/team responsibilities, which will prevent, minimize, and/or relieve personnel hardship and property damage associated with disasters or the imminent threat thereof. This plan also provides for an integrated and coordinated local, county, state, and federal response. This plan is considered a living document, fully integrated with a database and dynamic fields system. It also complies with the most current guidance from the Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) regarding the ability to keep data and personal information secure and up to date.

The LEOP is an all-hazards, operationally based plan that addresses locally identified threats and hazards through a four-phased approach: preparedness, response, recovery, and mitigation. Consistent with FEMA's Comprehensive Planning Guide (CPG) 101, it incorporates the "whole community" concept in all phases of the emergency management cycle. The "whole community" refers to the involvement of all segments of the local population, ranging from government officials and local businesses to families and individuals. It attempts to address various local needs, and how best to utilize local resources during a disaster. The plan's objective is to clearly define the responsibilities of county, local, volunteer, and other organizations through a LEOP/Incident Command System (ICS)/Response Annex approach.

B. Purpose

The purpose of this LEOP is to establish a comprehensive countywide, all-hazards approach to incident management across a spectrum of activities including prevention, preparedness, response, recovery, and mitigation as they apply to emergency/disaster events that will enhance the County's ability to respond effectively when required and reduce the risk or magnitude of future emergency/disaster events.

The LEOP provides a framework for county government, non-government entities, and the private sector to:

- Reduce the loss of life and property of Fulton County residents and visitors due to natural, technological, or intentional emergencies.
- Provide an efficient, comprehensive organizational structure for emergency preparedness, prevention, response, recovery, and mitigation.
- Establish capabilities for protecting citizens from the effects of disasters.
- Manage emergency operations within Fulton County by coordinating the use of resources available from the local governments, private sector partners, civic and volunteer organizations, and state and federal agencies.
- Recover from emergencies by providing for the rapid and orderly initiation of restoration and rehabilitation of persons and property affected by emergencies.

The LEOP uses the following priorities, listed in order of importance. Whenever demands for emergency resources (personnel or equipment) conflict, the operational demand that is highest on this list will prevail.

1. Life Safety
2. Incident Stabilization
3. Property Protection
4. Community Restoration

C. Scope

The LEOP provides for the overview of Fulton County's approach to emergency operations, identifies the hazards that can be expected to occur in the County, identifies the agencies responsible for the various emergency support functions associated with emergency operations. Additionally the Basic Plan establishes the need for mitigation, preparedness, response, and recovery operations associated with the occurrence of emergency situations.

This plan identifies when and under what conditions the application, activation or revision of this plan is necessary. The plan establishes fundamental policies, strategies, and assumptions for a County program that is guided by the principles of NIMS, the National Preparedness Goal (NPG), the National Planning Frameworks, and the National Preparedness System. This LEOP provides the following benefits to Fulton County:

- The LEOP addresses all hazards, all phases of emergency management, and all impacts, plus extends an opportunity to partner with all stakeholders.
- The LEOP establishes a concept of operations spanning the direction and control of an emergency from initial monitoring through post-disaster response, recovery, and mitigation.
- The LEOP defines interagency and intergovernment coordination mechanisms to facilitate the delivery of immediate response and recovery assistance.

- The LEOP assigns specific functions to appropriate County and local agencies and organizations, and outlines methods to coordinate with the private sector, volunteer organizations, citizens, and state and federal counterparts.

The LEOP identifies actions that County response and recovery organizations will take in coordination with local, state and federal counterparts as appropriate, regardless of the magnitude of the disaster.

The LEOP applies to all departments and agencies that may be requested to provide assistance or conduct operations during the actual or potential emergencies or disasters. Local jurisdictions participating in the development, implementation, and maintenance of this plan are listed below:

- Fulton County
- City of Alpharetta
- City of Atlanta
- City of Chattahoochee Hills
- City of College Park
- City of East Point
- City of Fairburn
- City of Hapeville
- City of Johns Creek
- City of Mountain Park
- City of Milton
- City of Palmetto
- City of Roswell
- City of Sandy Springs
- City of South Fulton
- Union City

This LEOP establishes interagency and multi-jurisdictional mechanisms for involvement in and coordination of incident management operations. This plan also distinguishes between incidents that require coordination at the county level of government, at the local level where multiple municipalities are involved, and incidents that are handled by the responsible jurisdictions or agencies through other established authorities and existing plans.

D. Methodology

The Fulton County LEOP was developed through a team effort by Fulton County departments and stakeholders:

Throughout the course of the plan's development, all plan participants were consulted with in order to determine their particular emergency roles and responsibilities. Each has agreed with the responsibilities assigned to them in the Fulton County LEOP.

All Fulton County departments and any outside organizations with roles in this LEOP will receive access to the Fulton County LEOP.

In addition:

- The Fulton County LEOP is adopted by governing bodies and by resolution, which serves as the promulgation letter for the LEOP. A copy of the signed promulgation is found in Section I: Acceptance, Signatures and Proof of Maintenance.
- A Record of Changes Log is used to record all published changes as those holding copies of the LEOP receive them. The holder of the copy is responsible for making the appropriate changes and updating the Log.
- A master copy of the LEOP, with a master Record of Changes Log, is maintained in the Fulton County Emergency Management/Homeland Security Agency.

1. Planning Process

The process used by Fulton County has been designed to ensure that all stakeholders have an opportunity to participate in the development of the LEOP and the LEOP is based on the best information available. To this end, the planning process is based on the following planning principles:

- Planning should be community-based, representing the whole community and their needs
- Planning should include participation from all stakeholders in the community
- Planning uses a logical and analytical problem-solving process to help address the complexity and uncertainty inherent in potential hazards
- Planning considers all hazards and threats
- Planning should be flexible enough to address both traditional and catastrophic incidents
- Time, uncertainty, risk and experience influence planning
- Effective plans tell those with operational responsibilities what to do and why to do it
- Planning is fundamentally a process to manage risk

- Planning is one of the key components of the preparedness cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective actions

2. Implementation of NIMS

The Fulton County LEOP implements NIMS by:

- Using ICS and the multi-agency coordination system to manage and support all incidents
- Integrating all response agencies and entities into a single, seamless system
- Establishing a public information plan in the ESF dealing with dissemination of information
- Identifying and characterizing resources according to established standards and types
- Requiring all personnel to be trained properly for the job they perform
- Ensuring interoperability, accessibility, and redundancy of communications

II. SITUATION

This section of the plan summarizes the hazards that could potentially affect Fulton County. The hazards and risk analysis addresses the major hazards to which the County is vulnerable; provides a summary of the County's vulnerable population; outlines the assumptions that were considered in the planning process; and defines disaster magnitude classifications that will trigger County response under the NIMS.

A comprehensive hazard and risk assessment is contained in the Fulton County mitigation plan. The plan is kept under separate cover and can be accessed by contacting the Fulton County Emergency Management/Homeland Security Agency.

A. Hazard Analysis

Hazard and Vulnerability Assessment Summary

Fulton County is vulnerable to a wide range of hazards that threaten its communities, businesses, and environment. To determine the hazards that pose the greatest threat, Fulton County has prepared a Threat Hazard Identification and Risk Assessment. The major findings are summarized below. The assessment was developed from historical data of events that have occurred, and specifically examines:

1. Probability (frequency) of event
2. Magnitude of event
3. Expected warning time before event
4. Expected duration of event

For emergency management planning purposes, the critical analysis that must be undertaken is an assessment of the consequences of each hazard, including potential area of impact, population exposed and impacted, duration of the hazard, and potential economic consequences. These rankings utilize the criteria laid out in the THIRA to weight them proportionally through historic data as well as future projections based on economic, demographic, the critical infrastructure information.

Three levels of risk have been identified: High, Moderate and Low.

High - High probability of occurrence; at least 50 percent or more of population at risk from hazard; significant to catastrophic physical impacts to buildings and infrastructure; major loss or potential loss of functionality to all essential facilities (hospital, police, fire, EOC and shelters).

Moderate - Less than 50 percent of population at risk from hazard; moderate physical impacts to buildings and infrastructure; moderate potential for loss of functionality to essential facilities.

Low - Low probability of occurrence or low threat to population; minor physical impacts.

Hazard	Probability	Magnitude Severity	Warning Time	Duration	CPRI	Planning Significance
Drought	3	3	2	3	2.85	Moderate
Earthquake	2	2	4	1	2.2	Moderate
Extreme Heat	4	3	1	4	3.25	High
Inland Flooding	4	3	3	4	3.55	High
Geological Hazards	2	2	4	4	2.5	Moderate
Hurricane Wind (Tropical Storm)	3	3	2	3	2.85	Moderate
Severe Weather	4	3	2	3	3.3	High
Severe Winter Weather	3	3	2	3	2.85	Moderate
Tornado	2	2	4	2	2.3	Moderate
Wildfire	2	2	4	4	2.5	Moderate
Wind	3	3	3	3	3	High
Dam Failure	2	2	3	3	2.25	Moderate
Cyber Attack	1	1	1	1	1	Low
Active Shooter	1	1	1	1	1	Low

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

A horizontal bar chart titled "U.S. should take action to address climate change" showing the percentage of respondents who believe the U.S. should take action to address climate change. The chart is broken down by age group (18-29, 30-49, 50-69, 70+) and gender (Male, Female). The y-axis lists the demographic groups, and the x-axis shows the percentage from 0 to 100. The bars are color-coded: blue for Male and orange for Female. The data is as follows:

Age Group	Gender	Percentage
18-29	Male	85%
	Female	88%
30-49	Male	78%
	Female	82%
50-69	Male	65%
	Female	70%
70+	Male	55%
	Female	60%

Certain facilities have a net positive value on the community, i.e., they contribute to the public good by facilitating the basic functions of society. These facilities maintain order, public health, and education, and help the economy function. Additionally, there are infrastructure and facilities integral to disaster response and recovery operations. Conversely, some facilities and infrastructure are of extreme importance due to the negative externalities created when they are impacted by a disaster. What fits this definition will vary slightly from community to community, but the definition remains as a guideline for identifying critical facilities and infrastructure. Table 8 in Section 3.3 - Critical Facilities and Infrastructure of the 2022 Fulton County Multi-jurisdictional Hazard Mitigation Plan includes information pertaining to critical facilities and infrastructure within Fulton County.

2. Disaster Magnitude Class

This is an all-hazards LEOP and addresses minor, major and catastrophic disasters. These levels of disaster are defined as:

Catastrophic Disaster: A disaster that will require massive State and Federal assistance, including immediate military involvement. Federal assistance will involve response as well as recovery assets.

Major Disaster: A disaster that will likely exceed local capability and require a broad range of State and Federal assistance. The Federal Emergency Management Agency (FEMA) will be notified and potential Federal assistance will be predominantly recovery oriented.

Minor Disaster: A disaster that will likely be within the response capability of local government and will result in only a minimal need for State or Federal assistance.

B. Capability Assessment

Currently capability assessments are performed by local preparedness teams in Georgia. The capability assessment is performed in coordination with the Fulton County Emergency Management/Homeland Security with wide input accepted from key stakeholders. The results of the capability assessment guide future investments in planning, training, exercising and resources. The local capability assessment is available under separate cover and is attached to the file archive in the BOLDplanning Super System.

Capability Targets are developed in accordance with THIRA guidelines, resulting in comprehensive Capability Estimation rankings.

The structure of the THIRA process is outlined in the following chart:



C. Economic Profile

Fulton County, Georgia is a dynamic and diverse economic hub in the southeastern United States. With a population of over 1 million residents, the county has a thriving economy that is driven by a mix of industries, including finance, technology, healthcare, and education.

One of the key drivers of Fulton County's economy is the finance sector. Atlanta, the county seat, is home to several major banks, including Truist, Wells Fargo, and First Citizens BancShares. These institutions employ thousands of people and contribute significantly to the local economy through their operations and investments.

Another important sector in Fulton County's economy is technology. The county is home to several major tech companies, including AT&T, IBM, and Verizon, as well as many smaller startups and incubators. This sector provides high-paying jobs and drives innovation and economic growth through research and development.

Healthcare is also a major contributor to Fulton County's economy. The county is home to several major hospitals and healthcare systems, including Grady Memorial Hospital, Children's Healthcare of Atlanta-Hughes Spalding, Emory University Midtown Hospital, Northside Hospital, Wellstar North Fulton Hospital, and Piedmont Hospital. These institutions not only provide critical medical services to the community, but they also employ thousands of people and drive economic growth through their operations.

Education is another key driver of Fulton County's economy. The county is home to several major universities, including Georgia Institute of Technology, Georgia State University, Emory University, and the Atlanta University Center (Morehouse College, Spelman College, Morris Brown College, & Clark Atlanta University). These institutions not only provide education and training for future workers, but they also contribute to the local economy through their research and development activities and investments in the community.

Major events are a key driver of Fulton County's Economy. The county is home to the Mercedes Benz Stadium, State Farm Arena, and multiple parks for large gatherings. In addition to regular and frequent professional sports games and concerts, Fulton County will host the 2025 FIFA Club World Cup, 2026 FIFA World Cup, and 2028 Super Bowl.

In addition to these major industries, Fulton County's economy is also driven by small businesses and entrepreneurship. The county is home to many small businesses, including retail shops, restaurants, and service providers, which provide important goods and services to

the community and create jobs for local residents.

Overall, Fulton County, Georgia is a thriving and dynamic economic hub that is driven by a mix of industries, including finance, technology, healthcare, education, and small business. These industries provide high-paying jobs, drive innovation and economic growth, and contribute to the well-being of the community.

D. Spatial Profile

According to the U.S. Census Bureau, the county has a total area of 534 square miles (1,380 km²), of which 527 square miles (1,360 km²) is land and 7.7 square miles (20 km²) (1.4%) is water. The county is located in the Piedmont region of the state in the foothills of the Blue Ridge Mountains to the north. The shape of the county resembles a sword with its handle at the northeastern part, and the tip at the southwestern portion.

Going from north to south, the northernmost portion of Fulton County, encompassing Milton and northern Alpharetta, is located in the Etowah River sub-basin of the ACT River Basin (Alabama-Coosa-Tallapoosa River Basin). The rest of north and central Fulton, to downtown Atlanta, is located in the Upper Chattahoochee River sub-basin of the ACF River Basin (Apalachicola-Chattahoochee-Flint River Basin). The bulk of south Fulton County, from Atlanta to Palmetto, is located in the Middle Chattahoochee River-Lake Harding sub-basin of the larger ACF River Basin, with just the eastern edges of south Fulton, from Palmetto northeast through Union Hill to Hapeville, in the Upper Flint River sub-basin of the same larger ACF River Basin.

1. Population Demographics

Of the 159 counties in the State of Georgia, Fulton County is ranked as 17th in land area and number one in population size. According to the U.S. Census Bureau, the population of Fulton County increased from 920,581 (U.S. Census 2010) to 1,066,710 (U.S. Census 2020). This represents a 15.87% increase over a ten-year period.

The Atlanta Regional Commission (ARC), as previously stated, projects Fulton County's population will grow by as many as 462,745 by 2050.

The U.S. 2020 Decennial Census, in combination with the 2019 American Community Survey, also included the following demographic values specific to Fulton County:

Of the total population, 453,834 are categorized as Black or African American; 418,700 are categorized as White; 86,302 are categorized as Hispanic or Latino, 80,949 are categorized as Asian. The balance of the population is comprised of Other/Combined races. Additionally, 12.8% of the total population is foreign born.

- Of the total population, 84% speak English only at home; 15.4% speak a language other than English at home, including Spanish (6.2%) and Asian and Pacific Islander (3.8%).
- Of the total population, 12% is over the age of 65 and 21.4% are under the age of 18. The median age is 35.9 years.
- Of the total population, 57.5% have a bachelor's degree or higher.
- Of the total population, 59.4% are enrolled in school (K-12).

- Of the total population, 13.5% of people live below the poverty level.

It is important to note that population trends can be used as a basis for estimating future changes within the planning area. Population trends can provide a basis for making decisions on the type of mitigation approaches to consider and the locations in which these approaches should be applied. This information can also be used to support planning decisions regarding future development in vulnerable locations, e.g., nursing homes or low-income households.

2. Climate

Fulton County is known to have a humid, subtropical climate. The summer (July) high is around 88 degrees, and the winter (January) low is around 32 degrees. The County received 52 inches of rain on average, which is above the U.S. average of 38; and on average two inches of snow, which is below the U.S. average of 28.

According to the National Weather Service (NWS), 2019 ended up being warmer and drier across north and central Georgia. Average temperatures were at least two degrees above normal. Ranked by average temperatures, Atlanta (66.1 degrees) recorded its warmest year on record. Climate change is generally considered to be the root cause for the increase.

The annual Best Places Comfort Index for Fulton County is 6.8 (10=best), which means it is one of the most pleasant places in Georgia. Given its many attributes, including location, continued financial and economic vitality, premier public school system, and comfortable climate, Fulton County remains attractive to new residents, businesses, and visitors alike. As evidence, the Georgia Department of Economic Development, <https://www.georgia.org>, estimates that more than half of the state's \$68.96 billion tourism industry (2019) comes from the Metro Atlanta area.

3. School Districts / Higher Education

As for public education, Fulton County is served by two school systems: Fulton County Schools (<https://www.fultonschools.org>) and Atlanta Public Schools (<https://www.atlantapublicschools.us>).

Fulton County Schools is the fourth largest school system in Georgia. It has more than 10,900 full-and part-time employees and more than 6,900 teachers and other certified personnel who work in 104 schools. Approximately 87,262 students are enrolled for the 2024-2025 school year across 58 elementary schools, 19 middle schools, 19 high schools, 7 start-up charter schools, and one full-time virtual school.

Atlanta Public Schools is one of the largest school districts in the state of Georgia, serving approximately 50,000 students. Atlanta Public Schools has 91 learning sites, including 65 neighborhood schools, 5 partner schools, 17 charter schools, 2 citywide single-gender academies, and 2 alternative programs.

E. Vulnerable Needs

Fulton County recognizes considerations must be made to reasonably accommodate vulnerable populations during emergencies. Fulton County is engaged in a number of activities which aim to improve response plans and operations to accommodate the needs of those most vulnerable during an emergency event. Multiple ESFs within this plan outline or identify guidance to better assist supporting vulnerable needs populations. Fulton County acknowledges at times the best

support for such needs is to request assistance from regional and/or state partners. Specifically, the following will be addressed in this LEOP:

- Identification of Vulnerable populations: Basic Plan, Vulnerable Needs Planning System, ADA criteria in References and Authorities
- Notification: ESF Communications
- Evacuation and Transportation: ESF Transportation
- Sheltering: ESF Mass Care
- First aid and medical care: ESF Medical Care
- Temporary lodging and housing: ESF Mass Care
- Transition back to the community: ESF Long Term Recovery
- Recovery: ESF Long Term Recovery

1. Pets and Service Animals

This plan takes into consideration the needs of individuals with disabilities relying on service animals. The Americans with Disabilities Act (ADA) protects the rights of all individuals with disabilities and requires that State and local governments comply with Title II of the ADA in the emergency and disaster-related programs, services, and activities they provide.

The sheltering and protection of companion animals are the primary responsibility of their owners. When owners are unable to provide for the care and needs of their household pets and service animals, the local jurisdictions will provide assistance as outlined in the Pets Evacuation and Transportation Standards Act of 2006 (PETS) and FEMA DAP 9523.19. The Pets Evacuation and Transportation Standards Act of 2006 requires that local governments plan for sheltering and care of household pets and service animals during emergencies where shelters are established. Fulton County has included pet sheltering as part of ESF Mass Care. The following is specifically addressed in ESF Mass Care:

- Pre-event planning
- Animal sheltering operations
- Animal registration and return
- Coordination with human shelters

FEMA Disaster Assistance Policy 9523.19

The Policy identifies the expenses related to state and local governments' emergency pet evacuation and sheltering activities that are eligible for reimbursement following a major disaster declaration under Category B, Emergency Protective Measures, and provisions of the Public Assistance Program. The terms household pet, domestic pet, service animal, and congregate household pet shelters are defined. The policy details eligible reimbursements related to shelter

facilities, supplies and commodities, eligible labor, equipment, emergency veterinary services, transportation, shelter safety and security, cleaning, reunification, and restoration, and the removal and disposal of animal carcasses.

F. Planning Assumptions

The preparation of the LEOP was guided by several assumptions that address a range of issues that potentially impact response and recovery capabilities and the concept of operations. These assumptions include:

- Incidents are best managed at the lowest possible geographic, organizational and jurisdictional level.
- A disaster may occur with little or no warning, and may escalate more rapidly than the ability of local government to effectively respond.
- Achieving and maintaining effective citizen and community preparedness reduces the immediate demands on response organizations. This level of preparedness requires continued public awareness and education programs to ensure citizens will take appropriate advance actions to reduce their vulnerability, especially during the initial days (first 72 hours) after disaster impact.
- Disasters may involve multiple jurisdictions simultaneously impacting the County.
- Disasters will require significant information sharing across jurisdictions and between the public/private sector.
- Fulton County will utilize available resources fully before requesting state and/or federal assistance.
- Mutual Aid Agreements will be implemented in those instances when locally available resources are depleted or need augmentation.
- The County External Affairs Department will coordinate all public information activities during an emergency.
- Disasters may attract a sizeable influx of spontaneous volunteers and donations.
- Widespread damage to commercial telecommunications facilities may occur and the ability of governmental response and emergency response agencies to communicate may be impaired.
- Homes, public buildings and other critical facilities and equipment may be destroyed or severely damaged.
- Debris may make streets and highways impassable, seriously impeding the movement of emergency supplies and resources.
- Public utilities may be damaged and may be either fully or partially inoperable.

- Many County emergency personnel may be victims of the emergency, preventing them from performing their assigned emergency duties.
- Numerous separate hazardous conditions and other emergencies could result from the major event, further complicating the response efforts.
- People may be forced from their homes and large numbers of people may be killed or injured.
- Many victims may be in life-threatening situations requiring immediate rescue and medical care.
- There may be shortages of a wide variety of supplies necessary for emergency survival.
- Hospitals, nursing homes, pharmacies and other health/medical facilities may be severely damaged or destroyed; and the number of victims requiring medical attention may overwhelm those that do remain in operation.
- Normal food processing and distribution capabilities may be severely damaged or destroyed.
- Damage to fixed facilities that generate, produce, use, store or dispose of hazardous materials could result in the release of hazardous materials into the environment.
- Near-total disruption of energy sources and prolonged outages may occur.
- Initially, emergency response will focus on lifesaving activities. County officials will work toward restoring order and control in the disaster area.
- In major and catastrophic disasters the Fulton County Emergency Operations Center (EOC) will become the central point and control for County response and recovery activities.
- The Fulton County Emergency Operations Center (EOC) will be activated and staffed with agencies organized into specific ESFs. The coordinating agency for each ESF is responsible for coordinating the planning and response activities for all the agencies of the function.
- The County will coordinate with State and Federal personnel to expedite recovery.
- Damage assessments will be conducted as soon as weather or the situation permits.
- The County will work to reduce its vulnerability and risk to hazards through proactive mitigation actions and activities.
- All levels of government share the responsibility for working together in preventing, mitigating, preparing for, responding to, and recovering from disasters. The emergency plans and procedures referred to in the Fulton County LEOP have been maintained by those organizations having responsibility, are in coordination with the LEOP, and are exercised on a regular basis.

- Those individuals and organizations with responsibilities identified in the LEOP (or in plans that support of the LEOP) are sufficiently trained and prepared to perform their respective responsibilities.

Top Priorities for Incident Management

- Remove endangered individuals from the threat and treat the injured.
- Stabilize the incident and provide for life safety.
- Conserve/protect property by mitigating the damage and impact to individuals, communities, and the environment.
- Provide for the safety, accountability, and welfare of the public, responders, and recovery workers.
- Ensure security and prevent an imminent incident from occurring if at all possible.
- Protect and restore critical infrastructure and key resources.
- Facilitate recovery of individuals, families, businesses, governments, and the environment.

Factors to be considered

The degree of external involvement within incident management operations depends largely on the capabilities of a specific authority or jurisdiction. A few factors that must be considered include:

- The needs of local municipalities for external support to effectively manage the incident.
- The economic ability of the affected entity to respond to and recover from the incident.
- The location and magnitude of the event.
- The need to protect the public health or welfare as well as the environment.

For disasters or emergencies that receive a Presidential declaration, state and/or Federal support is delivered in accordance with relevant provisions of the Stafford Act.

(Note that while all Presidential declared disasters and emergencies under the Stafford Act are considered incidents of critical significance, not all incidents necessarily result in disaster or emergency declarations under the Stafford Act.)

III. ROLES AND RESPONSIBILITIES

A. Federal Government

The federal government is responsible for:

- Preventing terrorist attacks within the United States through the Department of Homeland Security; reducing the vulnerability of the nation to terrorism, natural disasters, and other emergencies; and minimizing the damage and assisting in the recovery from emergencies.
- Providing emergency response on federally owned or controlled property, such as military installations and federal prisons.
- Providing federal assistance as directed by the President of the United States under the coordination of the United States Department of Homeland Security, Federal Emergency Management Agency and in accordance with National Response plans.
- Identifying and coordinating provision of assistance under other federal statutory authorities.
- Providing assistance to the State and local governments for response to and recovery from a commercial radiological incident consistent with guidelines as established in the current Federal Radiological Emergency Response Plan and the National Response Plan.
- Managing and resolving all issues pertaining to the influx of illegal immigrants.
- Providing repatriation assistance to U.S. citizens (including noncombatants of the U.S. Department of Defense) evacuated from overseas areas. The U.S. Department of Health and Human Services (DHHS), in coordination with other designated federal departments and agencies, is responsible for providing such assistance.

B. State Government

As a State's Chief Executive, the Governor is responsible for the public safety and welfare of the people of Georgia. The Governor:

- Is responsible for coordinating State resources to address the full spectrum of actions to prevent, prepare for, respond to, and recover from incidents in an all-hazards context to include terrorism, natural disasters, accidents, and other contingencies.
- Has power to make, amend, and rescind orders and regulations under a Governor's emergency declaration.
- Provides leadership and plays a key role in communicating to the public and in helping people, businesses, and organizations cope with the consequences of any type of declared emergency within Georgia.

- Encourages participation in mutual aid and implements authorities for the State to enter into mutual aid agreements with other States, tribes, and territories to facilitate resource-sharing.
- Is the Commander-in-Chief of State military forces (National Guard when in State Active Duty or Title 32 Status and the authorized State militias).
- Requests Federal assistance when it becomes clear that State or tribal capabilities will be insufficient or have been exceeded or exhausted.

The Georgia Emergency Management Agency/Homeland Security is responsible for implementing all policy decisions relating to emergency management. These decisions are then relayed to the tasked state agencies. Those emergencies relating to local matters will be coordinated with local emergency management coordinators.

The primary role of the State of Georgia, as described by Georgia Emergency Management Agency/Homeland Security in the Georgia Emergency Operations Plan (GEOP 2010), is to support local emergency management activities through respective, and recognized, local EMA directors. Georgia Emergency Management Agency/Homeland Security also provides assistance to recognized local EMAs in the form of grants, hazard mitigation projects, Citizen Corps programs, EMPG funding, planning and/or technical guidance.

During a disaster in which local capabilities are overwhelmed, assistance may be requested from the Georgia Emergency Management Agency via a recognized EMA. This assistance may be provided peer-to-peer from another county or State agency, or overall under the direction of the Governor, through the Georgia Emergency Management Agency/Homeland Security {GEOP Annex 3}. In the event of a major emergency or disaster, Federal assistance can be requested by Georgia Emergency Management Agency/Homeland Security via the Governor of Georgia. The Federal Emergency Management Agency (FEMA) will then coordinate the response and resources from the Federal government utilizing the NRF.

Under the provisions of the Stafford Act, Georgia Emergency Management Agency/Homeland Security is responsible for preparing and processing requests for emergency assistance from the federal government on behalf of local governments impacted by natural or manmade disasters. The Stafford Act authorizes the President to provide financial and other assistance to State and local governments, certain private non-profit organizations, and individuals following a Presidential emergency or a major disaster declaration.

C. County Government

County governments are responsible for:

- Maintaining an emergency management program at the county level involving all government, private and volunteer organizations which have responsibilities in the comprehensive emergency management system within the county.
- Coordinating the emergency management needs of all municipalities within the county and working to establish intracounty Mutual Aid Agreements to render emergency assistance.

- Implementing a broad-based public awareness, education and information program designed to reach all citizens of the county including those needing special media formats, who are non-English speaking (including persons who do not use English as their first language), and those with hearing impairment or loss.
- Coordinating mutual aid activities within Fulton County to ensure the provision of supplemental emergency aid and assistance.
- Maintaining an emergency management program that is designed to avoid, reduce, and mitigate the effects of hazards through the enforcement of policies, standards, and regulations.
- Maintaining cost and expenditure reports associated with disasters, including resources mobilized as a result of Mutual Aid Agreements.
- Coordinating public information activities during disasters.
- Developing and maintaining systems to coordinate the provision of shelters and mass care to those displaced by disasters.

Fulton County departments have specific responsibilities during disasters and/or during Fulton County Emergency Operations Center (EOC) activations. The everyday organizational structure of Fulton County government remains in effect during disaster situations, however certain functions of various departments may be modified or suspended to meet the needs of the disaster situation.

D. Local Government

Principle of Local Control – Fulton County and its municipalities maintain the authority for direction and control prior, during, and after an incident of significance. This authority ensures that City and County governments are responsible for activities throughout all phases of emergency management.

Cities are responsible for ensuring the safety and well-being of their citizens, as well as providing initial response, within city capabilities, in the case of emergency/disaster events. At a minimum, cities should establish emergency response policies and procedures for their jurisdiction. Specific responsibilities of cities include:

- Appoint and support a qualified person to serve as the City Emergency Management Liaison. This position serves as the primary emergency management point of contact between the City and the County and actively participates in the emergency management system.
- Coordinate and integrate emergency management activities of the city with county emergency management through all phases of emergency management (mitigation, preparedness, response, and recovery).
- Provide Fulton County Emergency Management/Homeland Security Agency with current copies of the city EOP (or EOGs/SOPs), emergency contact information, and lists of critical resources.

- Ensure incident management activities will be initiated and conducted using the concepts and principles identified by the National Incident Management System (NIMS).
- Ensure all responders have the appropriate level of NIMS and hazardous materials training.
- Train damage assessment teams and coordinate efforts with Fulton County's overall damage assessment process.
- Ensure that Fulton County Emergency Management/Homeland Security Agency is kept informed of situations that require (or may potentially require) countywide coordination and/or the activation of the Fulton County Emergency Operations Center (EOC).
- Ensure that during a disaster, response activities (including requests for assistance and public information efforts) are coordinated with Fulton County and that situation reports, damage assessments, and requests for County, State and/or Federal assistance are channeled through Fulton County.

E. Fulton County Emergency Management/Homeland Security Agency

In accordance with Fulton County Charter, local ordinances, and the Georgia Emergency Management Act, the Fulton County Emergency Management/Homeland Security Agency is designated as the primary Emergency Management Agency (EMA) for Fulton County and the 15 municipalities listed below.

- City of Alpharetta
- City of Atlanta
- City of Chattahoochee Hills
- City of College Park
- City of East Point
- City of Fairburn
- City of Hapeville
- City of Johns Creek
- City of Mountain Park
- City of Milton
- City of Palmetto
- City of Roswell
- City of Sandy Springs
- City of South Fulton

- Union City

Fulton County Emergency Management/Homeland Security Agency's responsibilities include, but are not limited to:

- Representing all local governing officials on matters pertaining to emergency management.
- Providing recommendations to governing officials relating to disaster declarations, incident information, travel restrictions, and/or curfews.
- Coordinating the operations and actions during an emergency to the extent authorized by applicable law.
- Ensuring that the Fulton County Emergency Operations Center (EOC) is properly equipped to conduct the coordination of emergency operations.
- Developing and maintaining emergency management plans, in accordance with State and Federal guidelines, with the input and support of internal and external partners.
- Assisting municipalities with the development and maintenance of local LEOPs, procedures, and checklists.
- Assessing the availability and readiness of local resources that may be called upon during an emergency response.
- Managing the activities of the Fulton County Emergency Operations Center (EOC) during periods of activation.
- Gathering, documenting, and disseminating information in the Fulton County Emergency Operations Center (EOC).
- Providing a Common Operations Picture (COP) to Incident and/or Area Command systems, Department Emergency Operations Centers (DEOCs), Local Emergency Operations Centers (EOCs) and Georgia Emergency Management Agency/Homeland Security.
- Advising and informing local officials regarding emergency management activities during an incident.
- Ensuring proper utilization of all available local resources before requesting state assistance.
- Processing all requests for assistance from internal and external partners during an emergency or disaster.
- Assisting in the coordination of alert and warning systems available to the citizens of Fulton County.
- Assisting with the development and dissemination of public information.

- Performing the role of liaison with City, State, Federal, and International agencies, as well as other external partners that can provide assistance during emergency operations.
- Planning and conducting discussion-based and/or operations-based exercise to test established policies, plans, and systems.
- Coordinating disaster recovery functions.

F. Private Sector

It is encouraged that members of the Private Sector:

- Coordinate with government agencies to ensure a broad and comprehensive coverage of assistance during emergencies.
- Provide and coordinate relief not provided by government on a complimentary and supplementary basis.
- Certain organizations are required by existing law and regulation to bear the cost of planning and response to incidents, regardless of cause.
- Unless the response role is inherently governmental (e.g., law enforcement, etc.), private-sector organizations are encouraged to develop and maintain capabilities to respond to and manage a complete spectrum of incidents and emergencies.
- Develop Mutual Aid Agreements and Memorandums of Understanding for actions performed during emergencies.

G. Non-Government and Volunteer Organizations

It is encouraged that members of non-government and volunteer organizations:

- Coordinate with government agencies to ensure broad and comprehensive coverage of assistance and relief during emergencies.
- Provide and coordinate relief not provided by government on a complementary and supplementary basis.
- Develop Mutual Aid Agreements and Memorandums of Understanding of duties and areas of responsibilities to be performed during an emergency.

H. Hospitals, Nursing Facilities and Assisted Living Facilities

These facilities are responsible for the safety and well-being of visitors and tenants to their facilities. They have a state mandate to maintain an emergency operations plan.

I. School Districts

School districts are responsible for the safety and well-being of students, staff and visitors to their facilities. Emergency plans should be developed taking into account those hazards to which schools might reasonably be exposed. The districts are encouraged to be proactive in developing and implementing these plans.

J. Legal Affairs

The Fulton County Attorney's Office is responsible for providing legal advice and guidance to the Fulton County Emergency Management/Homeland Security Agency for all emergency management issues and concerns. Fulton County Attorney's Office is responsible for supporting requests about actions that require a legal opinion regarding jurisdictional policy and authority by ordinances, statutes and under state and federal laws (e.g., evacuations, quarantines, etc.).

K. Citizen Involvement

The public is responsible for preparing for disasters just as the various levels of government do. Specifically, individual, family and/or business plans need to be developed and maintained to ensure the appropriate level of preparedness.

Strong partnerships with citizen groups and organizations provide support for incident management prevention, preparedness, response, recovery, and mitigation.

Vulnerable needs population citizens are encouraged to register their information with the Fulton County Emergency Management/Homeland Security Agency for disaster planning and response purposes.

IV. CONCEPT OF OPERATIONS

A. General

Fulton County uses the nearest appropriate responder concept (likely to be a county, municipal, state or nationally available resource) when responding to any threat, event, or disaster. Depending on the location of the incident or emergency, the home city will be the first and primary responders as all cities have their own police and fire. In most situations, Fulton County departments and agencies will provide support for municipalities before requesting state assistance. Under some rare circumstances state or federal agencies may have the primary jurisdiction for the overall response effort. However, Fulton County resources will likely provide the secondary response for all incidents impacting the jurisdiction as cities would be the first to respond.

All involved agencies understand;

1. They will adopt the principles, terminology, and organizational processes of the National Incident Management System (NIMS) which allows for effective and efficient collaborative incident management at all levels of government. NIMS represents a core set of concepts and principles which are essential for creating a common operating picture as well as communications interoperability.
2. The Fulton County LEOP coordinates county-wide multi-agency response, including any response where local capabilities and resources may be exhausted. Mutual Aid assistance can be requested through the Fulton County Emergency Management/Homeland Security Agency who will coordinate with local partners to fulfill the request.
 - a. Regional Resources – In the event that the needs of the incident exceed the resources available within the County, Fulton County Emergency Management/Homeland Security Agency will reach out to regional partners for assistance.
 - b. State Resources – In the event that Fulton County cannot fulfill a request locally, a request to the Georgia Emergency Management Agency/Homeland Security who, operating on behalf of the Governor, will attempt to fulfill the request with intrastate or interstate resources.
 - c. Federal Resources – In the event that Georgia Emergency Management Agency/Homeland Security cannot fulfill a request with intrastate or interstate resources, the Governor may request assistance from the Federal Government if the capabilities and resources of both local and State government have been exhausted.
3. Incidents are handled at the local government level. In some instances, a State agency in the local area may act as the first responder and may provide direction or assistance consistent with its specific statutory authorities and responsibilities.
4. The Fulton County LEOP is designed to integrate quickly and efficiently with the National Response Framework and allow for seamless integration of all participating agencies.

5. The Fulton County LEOP is designed to be scalable to fit the situation at hand. The LEOP can be partially or fully implemented, which is consistent with NIMS and ICS principles.
6. A multi-jurisdictional approach will be required to manage most major incidents effectively.
7. Unified Command should be utilized when the situation warrants; i.e. multiple agencies or jurisdiction involvement. Accordingly, emergency plans and exercises should incorporate procedures for integration of resources from within Fulton County, the surrounding jurisdictions, volunteer agencies, private sector, as well as State and Federal partners.

1. Non-Disaster Daily Operations

Day-to-day operations of Fulton County, absent of a declaration of State or Local Disaster Emergency is under the authority of the local governing body.

A proactive, day-to-day disaster planning process is in place in conjunction with the Local Emergency Planning Committee (LEPC). The LEPC prepares regional hazardous materials emergency plans that indicate the facilities that use, produce or store hazardous substances that are present in the jurisdiction. The LEPC serves as the repository for regional reports filed under Title III of the Emergency Planning and Community Right-To-Know Act (EPCRA) of 1986. The LEPC directs regional Title III implementation activities and performs associated outreach functions to increase awareness and understanding of, and compliance with, the EPCRA program.

It is the responsibility of governments of Fulton County and its communities to protect life and property from the effects of hazardous events. This plan is based on the concept that emergency functions of responding agencies will generally parallel their normal, day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases. Day-to-day functions that do not contribute directly to the emergency operation may be suspended for the duration of any emergency. Efforts that would normally be required of those functions will be re-directed to accomplish the emergency task assigned.

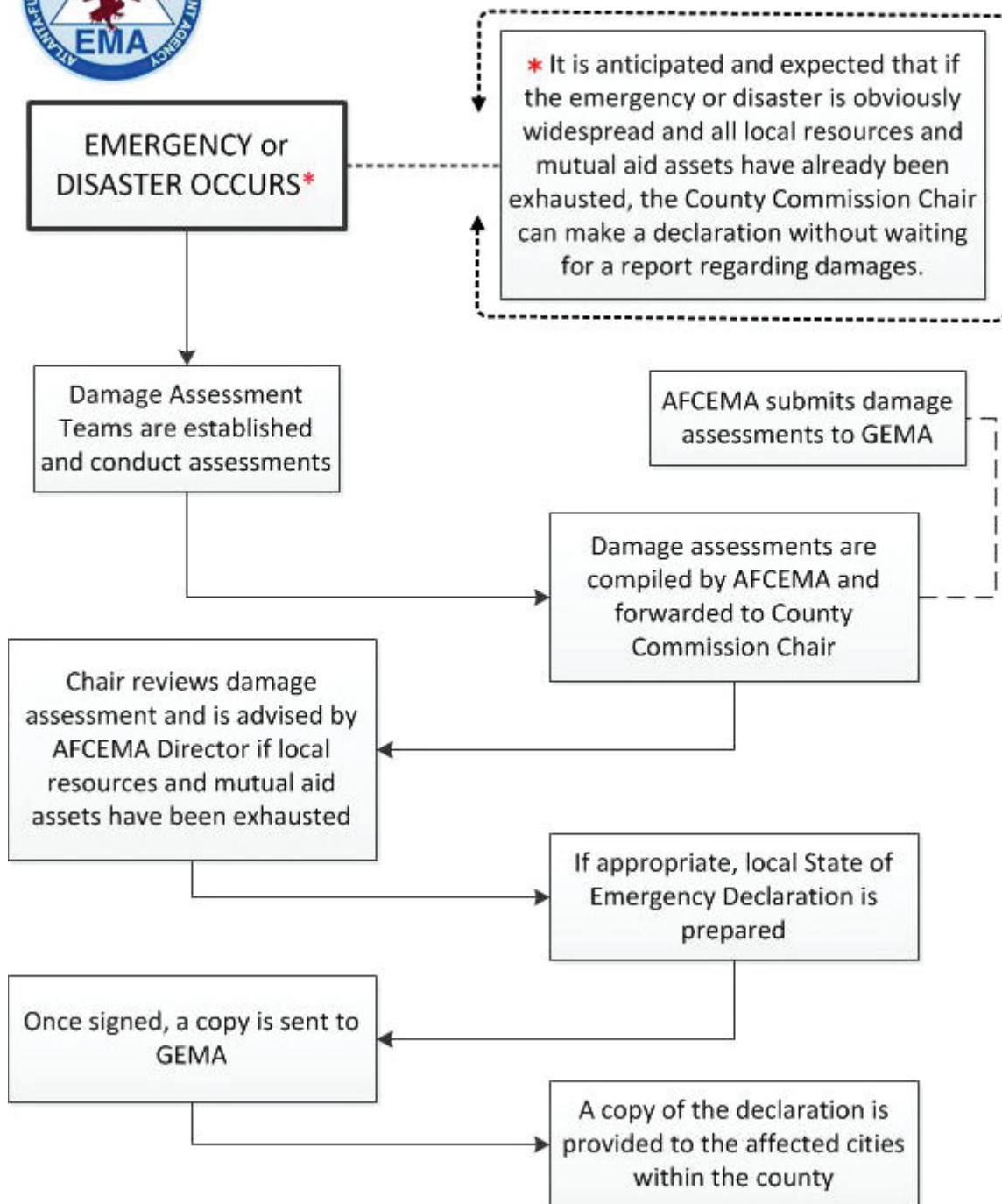
This plan provides assistance in day-to-day operations by providing each agency their responsibilities during an emergency. This allows agencies to construct programs, strategies and methods which allow day-to-day responsibilities to compliment emergency operations.

2. Emergency Operations

The Chairman of the Fulton County Board of Commissioners may declare a state of local disaster emergency within Fulton County. Such declaration shall be based on the judgment that a state of local disaster emergency is necessary to deal with a current or imminent emergency/disaster situation.



Emergency Declaration Process



Fulton County's Director of Emergency Management of delegated authority will be responsible for preparing any disaster declarations. A declaration of a state of local disaster emergency shall implement the response and recovery elements of this plan and any applicable emergency operations plans. Subject to the All Hazards statutes for Georgia, the highest ranking member of

the Fulton County Emergency Management/Homeland Security Agency may issue any order deemed necessary for the efficient and effective management of the event, the protection of life or property, or for the general public health and welfare.

The Fulton County LEOP may be activated by the following, in order of succession:

1. Director of the Fulton County Emergency Management/Homeland Security Agency
2. Through the designated Duty Officer/s of the Fulton County Emergency Management/Homeland Security Agency

Response

The organizational structure for response to an emergency/disaster is under the leadership of the Fulton County Emergency Management/Homeland Security Agency who is approved by the Georgia Emergency Management Agency/Homeland Security. The Fulton County Emergency Management/Homeland Security Agency is the overall coordination authority for the incident. The agencies, through the ESF structure, operate from the Fulton County Emergency Operations Center (EOC) and support Fulton County Emergency Management/Homeland Security Agency. The management structure designated to respond to emergency/disasters is coordinated by the staff of the Fulton County Emergency Management/Homeland Security Agency.

Initial and subsequent notification procedures have been provided to the 24 hour Fulton County Warning Point for initial contacts based on the type of event. Additional notifications are made as requested by the Incident Commander or Emergency Management Director.

Disaster response and recovery agencies identify resources, training needs or planning activities to the Fulton County Emergency Management/Homeland Security Agency. The Fulton County Emergency Operations Center (EOC) will be activated for actual or potential events that threaten Fulton County. The level of activation will be determined by the Fulton County Emergency Management/Homeland Security Agency and based on the most accurate data from the emergency or event.

The following are possible criteria for activation of the Fulton County Emergency Operations Center (EOC):

1. A threat (or potential threat) increases the risk in Fulton County
2. Coordination of response activities are needed
3. Resource coordination is needed to respond to an event
4. Conditions are uncertain or could possibly escalate
5. A County emergency/disaster declaration is made

The Fulton County Emergency Operations Center (EOC) may be activated or deactivated by at least one of the following individuals:

- Director/Chief - Fulton County Emergency Management/Homeland Security
- Deputy Director/Chief - Fulton County Emergency Management/Homeland Security
- Division Chief - Fulton County Emergency Management/Homeland Security
- Operations & Logistics Battalion Chief - Fulton County Emergency Management/Homeland Security
- WebEOC/Common Operational Picture Battalion Chief - Fulton County Emergency Management/Homeland Security

The Fulton County Emergency Operations Center (EOC) utilizes 4 levels of activation:

- **Normal:** Day to Day operations.
- **Level 3:** A situation exists that requires close monitoring.
- **Level 2:** An anticipated or planned event, emergency, or disaster exceeding daily capacity, but within the overall capacity of local government.
- **Level 1:** A catastrophic event beyond the capabilities of local government OR an anticipated or planned event, emergency, or disaster that may grow beyond the capacities of local government.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The facility serves as the coordination, command and control center for Fulton County, is staffed when the need arises, and serves as the 24 hour Fulton County Warning Point for initial notification and warning of emergencies and disasters.

Fulton County operates under the ESF concept. Each ESF contained in this plan identifies the coordinating, primary and support agencies required to carry out the responsibilities of the ESF. These agencies are responsible for preparing additional operating guides, checklists, staffing patterns or resource requirements needed to complete their assignments. Each agency is responsible for carrying out the tasks assigned by this EOP, with the coordinating agency having primary responsibility for coordinating that effort. A comprehensive list of ESF's and their responsibilities can be found as attachments to this plan.

During activation, the Fulton County Emergency Operations Center (EOC) provides the core emergency function coordination, communication, resource dispatch and tracking; information collection, analysis and dissemination; multi-agency coordination and joint information coordination. Field Operations will be managed through the Incident Command System (ICS) and is discussed below.

EOC Organizational Structure

The EOC staffing level and composition is contingent on the specific requirements of an incident. The organizational structure of the EOC is modular, extending to incorporate all elements necessary for the type, size, scope, and complexity of a given incident. While any configuration of functional units may be used in the EOC, the core organizational structure of the EOC is organized by Sections and ESF teams. The various functional elements are activated based on need. The organizational structure can be condensed, expanded, or reconfigured as needed.

While the structure is flexible, it is always organized around five core functions:

- **EOC Management**: This component is responsible for the overall disaster policy and coordination. Specific functions include oversight of the EOC and coordinates public information with ESF External Affairs. EOC Management is led by the EOC Director. This position is staffed by a designated responsible agency.
- **Operations Section**: The purpose of this section is to support field operations and coordinate countywide response activities through the implementation of the EOC Action Plan. This section is led by the Operations Section Coordinator which is staffed by a designated responsible agency.
- **Planning Section**: The purpose of this section is to collect, evaluate, process, and disseminate information for use in the EOC. This section is led by the Planning Section Coordinator which is staffed by a designated responsible agency.
- **Logistics Section**: This section supports operational activities through the provision of supplies, equipment, facilities, personnel, mutual aid, and other support and services necessary for disaster response and recovery. This section is led by the Logistic Sections Coordinator which is staffed by a designated responsible agency.
- **Finance / Administration Section**: This section is responsible for the coordination of the financial planning, operations, and reporting services. This section is led by the Finance Section Coordinator which is staffed by Fulton County Finance.
- **Intelligence / Investigations Section**: The I/I Function within ICS provides a framework that allows for the integration of intelligence and information collection, analysis, and sharing, as well as investigations that identify the cause and origin of an incident regardless of source.

Each agency responding will report back to the Fulton County Emergency Operations Center (EOC) through their liaison who is the Point of Contact (POC) for each respective agency or organization in either a single or Unified Command Structure. These reports are later synchronized and information is provided to mutual aid partners, adjacent counties, and

the Georgia Emergency Management Agency/Homeland Security to provide visibility of emergency operations.

During the response phase and upon declaration of a local state of emergency, the Fulton County Commission Chairman has ultimate authority with coordination of Fulton County Emergency Management/Homeland Security Agency who report directly to the Georgia Emergency Management Agency/Homeland Security, which provide support and resources as requested through the Fulton County Emergency Operations Center (EOC).

All County divisions, City departments, non-governmental agencies, and other organizations fall under the direction of the coordinating agency designated in the plan. The Emergency Manager of Fulton County Emergency Management/Homeland Security Agency will coordinate with State, Federal, and other outside agencies.

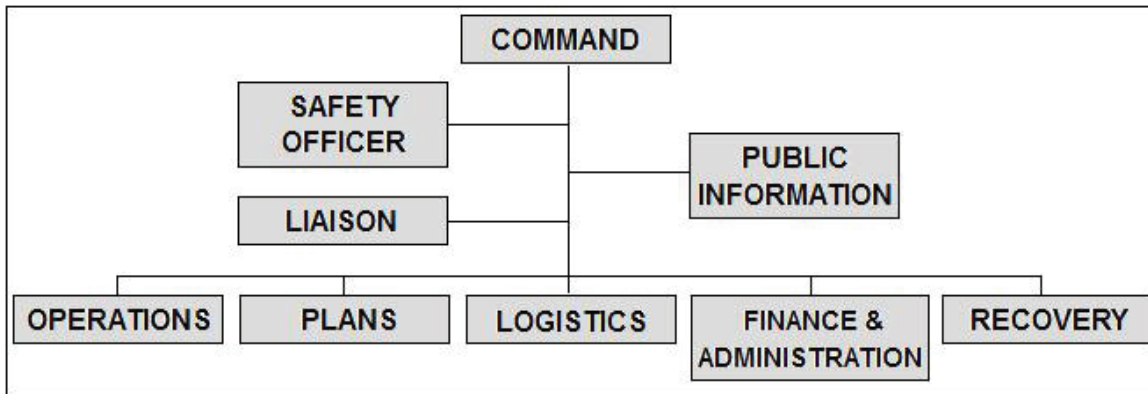
3. Field Operations

Field Operations will be managed through the Incident Command System (ICS). ICS has been implemented in Fulton County and utilizes common terminology; is modular and scalable; incorporates measurable objectives; provides for a manageable span of control; and relies on the Incident Action Plan (IAP) as the principal tool for communicating and carrying out operational objectives in an incident. The incident may be controlled by local emergency responders or with other agencies through the mutual aid system. If the resources available at the field response level are not sufficient to mitigate the situation, the Incident Commander may request, through appropriate channels, that the Fulton County Emergency Operations Center (EOC) be activated to support the field operations.

Response to an incident by single discipline agencies (i.e., fire, law enforcement, EMS) will utilize a single Incident Commander within the ICS structure. As the incident progresses to include multiple jurisdictions and disciplines, a Unified Command will be used to the extent possible, and as deemed necessary.

During a single discipline response to an incident, the first on-scene emergency responder with management responsibilities will take the necessary steps to establish an Incident Command Post (ICP), report a scene size-up, activate the appropriate ICS organizational elements required for incident management, delegate authority within the ICS organizational structure, and develop incident objectives on which subsequent incident action planning will be based.

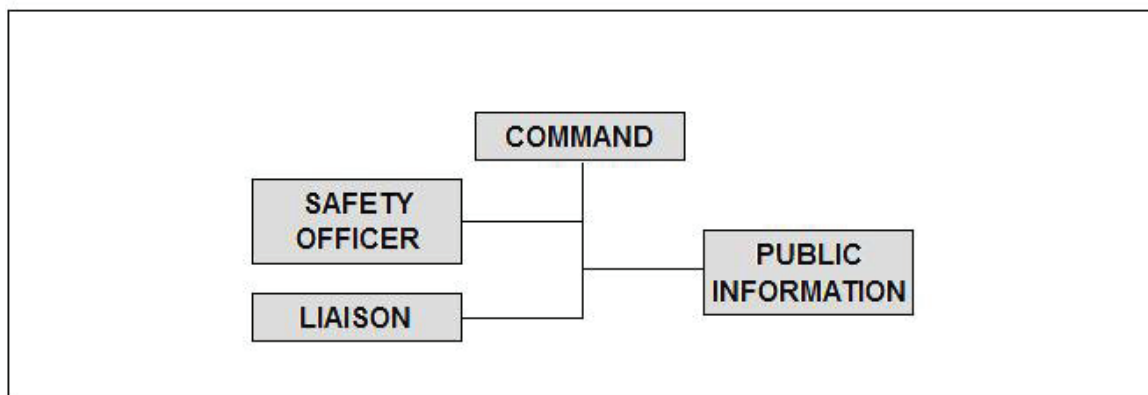
Each agency deploying to the field will report back to the Fulton County Emergency Operations Center (EOC) through their liaison who is the Point of Contact (POC) for each respective agency or organization in either a single or Unified Command Structure.



Command Staff

The Command Staff function will be conducted in two ways: 1) as a Single Command (used when an incident occurs within single jurisdiction, and there is no jurisdictional or agency overlap, and a single IC can be designated); or 2) Unified Command (used when there are multiple agencies and multiple jurisdictions, and a single set of objectives need to be developed to guide incident management).

COMMAND STAFF



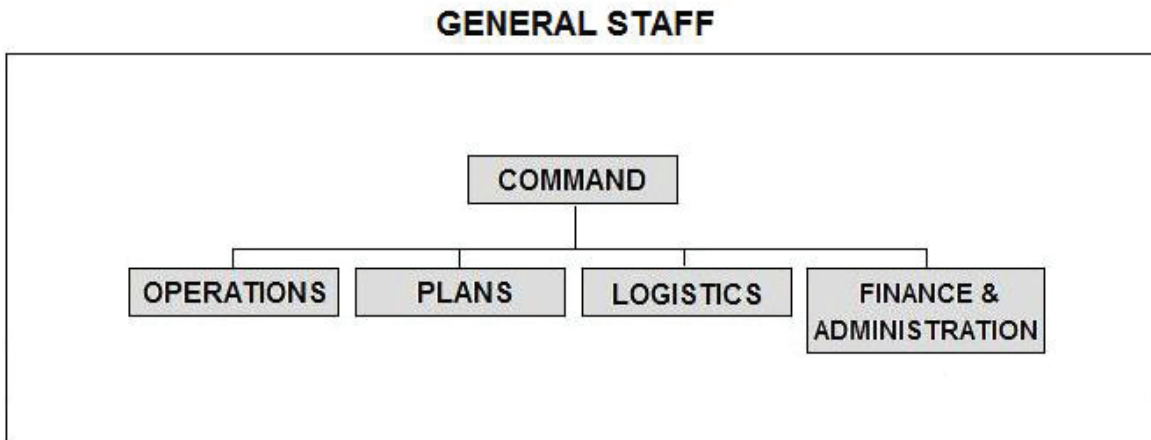
General Staff

The General Staff positions will include the following sections:

- Operations Section
- Planning Section
- Logistics Section
- Finance & Administration Section

- Intelligence and Investigations Section

The scope, direction, and control of these sections will follow established ICS procedures.



a. Area of Operations

An area of operations will be established by the Incident Commander. This will vary depending on the size and magnitude of the event. Once established, or changes made to an existing area of operations, it will be communicated to all responders.

b. Area Command

An Area Command (AC) will be activated if an incident is not site specific (i.e., pandemic outbreaks), the incident is extremely large and involves multiple ICS organizations, or there are multiple incidents that are being handled by separate ICS organizations. If the incidents are multi-jurisdictional, then a UC will be established within the AC. Therefore, the AC has the responsibility to:

- Set overall incident-related priorities
- Allocate critical resources according to priorities
- Ensure that incidents are properly managed
- Ensure that incident management objectives are met and do not conflict with each other or with agency policy
- Identify critical resource needs and report them to EOCs and/or multi-agency coordination entities
- Ensure that short-term emergency recovery is coordinated to assist in the transition to full recovery operations

c. Multi-Agency Coordination Center

A key component of NIMS is the development of a multi-agency coordination system that integrates the operations and functions of the Fulton County Emergency Operations Center (EOC) and field operations, guided by the principles embedded in the Incident Command System. In most cases, emergencies are handled by local fire departments, law enforcement agencies, medical service agencies, and communication/dispatch centers; but in larger emergencies or disasters, additional coordination support is required. In these situations, entities such as city EOCs and/or the Fulton County Emergency Operations Center (EOC) have critical roles in an emergency.

The County's incident management responsibility is directed and managed through the Fulton County Emergency Management/Homeland Security Agency. As a multi-agency coordination entity, the Fulton County Emergency Management/Homeland Security Agency will coordinate and manage disaster operations through the Fulton County Emergency Operations Center (EOC) to:

- Ensure that each agency involved in incident management activities is providing appropriate situational awareness and resource status information to Fulton County Emergency Operations Center (EOC)
- Establish priorities between incidents and/or Area Commands in concert with the Incident Command or Unified Command involved
- Acquire and allocate resources required by incident management personnel in coordination with the priorities established by the IC or UC
- Anticipate and identify future resource requirements
- Coordinate and resolve policy issues arising from the incident(s)
- Provide strategic coordination as required
- Coordinate briefings, message tracking, situational reports, and establish a common operating picture

Following an incident, plans, procedures, communications, staffing and other capabilities necessary for improved incident management are coordinated through the Fulton County Emergency Management/Homeland Security Agency. These tasks are accomplished by the Fulton County Emergency Operations Center (EOC) by ensuring the ability to perform four core functions:

- Coordination
- Communications (that are reliable and contain built-in redundancies)
- Resource dispatch and tracking
- Information collection, analysis, and dissemination

4. Joint Information Center

The Joint Information System (JIS) provides the mechanism for integrating public information activities among Joint Information Centers (JIC), across jurisdictions, and with private-sector and non-governmental organizations.

Fulton County has implemented and institutionalized processes, procedures and plans for its JIC and can be referenced in the ESF External Affairs.

When the Fulton County Emergency Operations Center (EOC) is activated, the Emergency Manager of Fulton County Emergency Management/Homeland Security Agency or the Public Information Officer Representative may activate the Joint Information Center (JIC). When the JIC is in operation, it serves as the central point of public information collection and dissemination. The JIC functions as part of the Command in the Fulton County Emergency Operations Center (EOC) and will coordinate the release of non-operational information.

Depending on the incident, representatives from each jurisdiction, agency, private sector organization, and non-governmental organization involved in incident management activities will be notified and asked to have their JIC representative respond to the Fulton County Emergency Operations Center (EOC) within a reasonable period of time. Communication will be accomplished via the Emergency Alert System, radio, television, fax, Internet, telephone or any other means available. When the JIC is activated, the Public Information Officer or his/her designee will notify media outlets that all media inquiries are to be directed to the JIC and that the JIC will be releasing media updates on a routine basis and when noteworthy events take place. Members of the media will not be allowed access to the Fulton County Emergency Operations Center (EOC).

More information on public awareness and education can be found in ESF External Affairs. More information on communication plans and protocols can be found in ESF Communications.

B. Coordination, Direction and Control

1. Local Level

Information Collection and Dissemination

Initial notification of incidents at the local level are accomplished in a variety of ways including public safety radio, websites, SMS services, television, radio, satellite broadcasts, etc.

Responsibility for notification of most incidents is accomplished through the Fulton County Emergency Services. Other agencies with responsibilities for notification include the National Weather Service, IPAWS, law enforcement agencies, fire or EMS services.

Fulton County Emergency Services Department will be responsible for notifying response and Emergency management personnel when the threat of a disaster is imminent.

- **Internal:** Response agencies will be notified from the communication center as required by the nature of the disaster.
- **External:** It is the responsibility of the Fulton County Emergency Management/Homeland Security Agency to notify the appropriate agencies outside of

the jurisdiction such as Georgia Emergency Management Agency/Homeland Security, State Emergency Response Commission (SERC), or appropriate Federal Agency.

The Fulton County Emergency Services Department provides communications essential for the local government to communicate with all government entities. The Fulton County Communications Center provides communications essential for all local government to communicate with all governmental entities. This information is then passed along to the public via siren, notification system, radio, NOAA radio, television, social media alerts, etc.

The media assume a vital role in dispersing information to the public. Fulton County Emergency Management/Homeland Security Agency works closely with local media providers to ensure timely and accurate information is provided to the public.

Information collection needs and priorities will include:

1. Life safety
2. Incident security and stability
3. Property and environmental protection

Direction and Control

Impacted entities will coordinate the emergency response efforts within their political jurisdiction (county and municipalities).

The Incident Command System (ICS) and National Incident Management System (NIMS) will be used to coordinate emergency response and recovery operations at the disaster scene(s). The ICS/NIMS organization will maintain communications and coordination with the Fulton County Emergency Operations Center (EOC) at all times as detailed by this plan.

Fulton County Emergency Management/Homeland Security Agency may activate Mutual Aid Agreements with neighboring jurisdictions. They may also recommend that Fulton County or local municipality declare a local state of emergency and make a formal request for state assistance. The following positions are authorized to request resources by contacting Georgia Emergency Management Agency/Homeland Security.

1. Fulton County Emergency Management Director
2. Any designated personnel authorized by the Fulton County Emergency Management Director

To request state assistance, Fulton County must meet the following parameters:

1. Exhausted or will likely exhaust Fulton County resources
2. Exhausted or will likely exhaust mutual aid resources
3. Exhausted or will likely exhaust contractual resources
4. The requested assistance is not available at the local level

The Policy Group of Fulton County depending on jurisdiction, and/or designee is the delegated policy-making authority and can commit resources at the Fulton County Emergency Operations Center (EOC) as well as routine management and operation of the facility. The designated EOC Director may issue mission assignments to the ESF to perform duties consistent with Fulton County policy. Mission assignments and mutual aid assistance is tracked at the Fulton County Emergency Operations Center (EOC).

Fulton County actions will occur among all affected risk and host areas and the Fulton County Emergency Operations Center (EOC) under the direction and control of the of EOC Director. Areas not impacted by these events may be requested to provide assistance. Prior to an evacuation and under the direction of the EOC Director, EOC Manager and Policy Group will implement coordination on issues which may include, but not limited to: deploying and pre-deploying personnel, identifying evacuation routes, ensuring the sufficiency of fuel, address emergency medical issues, and initiate procedures for notification to the public.

Initial planning for recovery begins before an emergency event impacts Fulton County. While response actions necessary to protect public health and safety are being implemented, the recovery section within the Fulton County Emergency Operations Center (EOC) begins coordination and implementation of the recovery programs.

In the event state and federal assistance is required by Fulton County, the State Coordinating Officer will interface directly with representatives of the federal government.

In the event a request for disaster assistance comes from the governor of another state, the Governor of the State of Georgia may order the mobilization of State and local resources under the Emergency Management Assistance Compact to be deployed to the impacted state. The management and coordination of these resources will be administered through the Response and Recovery Section under the direction of the Response and Recovery Director located at Georgia Emergency Management Agency/Homeland Security.

2. Primary Agencies

The Emergency Manager of Fulton County Emergency Management/Homeland Security Agency designates the primary agencies for each ESF to coordinate the activities of those specific responses.

Primary Agency Listing for Local Emergency Operations Plan	
ANNEX	PRIMARY AGENCY
ESF 1 - Transportation	Fulton County Department of Real Estate and Asset Management
ESF 2 - Communications	Fulton County Emergency Services
ESF 3 - Public Works and Engineering	Fulton County Public Works
ESF 4 - Firefighting	All City Fire Departments
ESF 5 - Information and Planning	Fulton County Emergency Management/Homeland Security Agency
ESF 6 - Mass Care, Emergency Assistance, Housing, and Human Services	Fulton County Emergency Management/Homeland Security Agency

ESF 7 - Resource Support	Fulton County Emergency Management/Homeland Security Agency
ESF 8 - Public Health and Medical Services	Fulton County Board of Health
ESF 9 - Search & Rescue	City and State Agencies
ESF 10 - Oil and Hazardous Materials Response	City and State Agencies
ESF 11 - Animal Services, Agriculture, and Natural Resources	Fulton County Animal Services
ESF 12 - Energy	Fulton County Emergency Management/Homeland Security Agency
ESF 13 - Public Safety and Security	Fulton County Police & Fulton County Sheriff's Office
ESF 14 - Long-Term Community Recovery	Fulton County Emergency Management/Homeland Security Agency
ESF 15 - External Affairs	Fulton County External Affairs

Upon activation of the Fulton County Emergency Operations Center (EOC), the primary agency for the given ESF functions will send representatives to the Fulton County Emergency Operations Center (EOC) to coordinate activities. The coordinating agency determines which primary and support agencies are required at the Fulton County Emergency Operations Center (EOC).

The primary agency for the ESF will be responsible for collecting all information related to the disaster and providing it to the situational analysis team in the EOC.

3. Intergovernmental Mutual Aid

Mutual Aid and MOUs

Mutual Aid Agreements and Memoranda of Understanding are essential components of emergency management planning, response, and recovery activities.

These agreements provide reciprocal emergency aid and assistance during an emergency or disaster; they increase available resources and improve response and recovery efforts. A complete list of Mutual Aid Agreements in effect for Fulton County related to emergency management can be found in Section VIII - References and Authorities of this LEOP. In addition, these agreements are available for review in their entirety at the Fulton County Emergency Operations Center (EOC).

Georgia Mutual Aid Group (GMAG)

The request for intrastate mutual aid or intergovernmental aid across state borders is closely tied to the State of Georgia's participation in the Georgia Mutual Aid Group (GMAG). GMAG provides for the seamless escalation of disaster response and execution of national mutual aid. Intrastate mutual aid the mechanism by which resources of member jurisdictions will be deployed under GMAG. No separate agreement is necessary, although individual resource orders will be executed in accordance with the Georgia Emergency Operations System. For states to request resources through GMAG terms, they must have passed and enacted

membership legislation. The purpose of this compact is to provide for mutual assistance between the states entering into this compact in managing any emergency or disaster that is duly declared by the governor of the affected state(s), whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency, or enemy attack. This compact shall also provide for mutual cooperation in emergency-related exercises, testing, or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by party states or subdivisions of party states during emergencies, such actions occurring outside actual declared emergency periods. Mutual assistance in this compact may include the use of the states' National Guard forces, either in accordance with the National Guard Mutual Assistance Compact or by mutual agreement between states.

After a declared emergency, and activation of GMAG, the Requesting and Assisting State Emergency Management Agencies complete the GMAG Request for Assistance Form (REQ-A) for accepted offers of assistance. The completed REQ-A constitutes a legally binding agreement between the two states.

Reimbursement starts with Deployed Personnel and Resource Providers submitting a reimbursement package to the Assisting State. Assisting States audit reimbursement packages that are sent to Requesting States who, upon completing an audit and resolving any outstanding issues, issue payment back to the Assisting State. It should be noted that a state's obligation to pay GMAG reimbursements is not contingent upon the receipt of federal funds.

Intrastate Mutual Aid Committee

The Committee shall consist of members appointed by the Governor, including a representative of the Department of Public Safety and a Homeland Security Advisor. The members shall represent emergency management and response disciplines, political subdivisions and, if participating, Indian Nations, tribes or municipal entities. The committee shall elect from among its members a vice-presiding officer and any other officers the committee deems appropriate. The committee shall meet at least annually and may meet at the call of the presiding officer or as otherwise called by its members. The committee shall be attached to the Department of Public Safety for administrative purposes only.

Requesting Mutual Aid

All mutual aid requests should be coordinated through the Fulton County Emergency Management Duty Officer or the Fulton County Emergency Operations Center (EOC) if activated. To request mutual aid, Fulton County uses the following process:

- The Party seeking mutual aid shall make the request directly to the party providing the aid in coordination with Fulton County Emergency Management/Homeland Security Agency.
- Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing following the verbal request unless otherwise stated according to policies or resolutions.
- All communication shall be conducted directly between recipient and provider in coordination with Fulton County Emergency Management/Homeland Security Agency.

- The Recipient shall be responsible for keeping all parties advised of the status of mutual aid activities.

If assistance is needed to coordinate mutual aid, Fulton County can request coordination assistance to Georgia Emergency Management Agency/Homeland Security.

4. Communication

The Communications ESF provides information and guidance concerning available communications systems and methods in Fulton County, including:

- Dissemination of emergency information to response organizations and government
- Information flow and management to and from the Fulton County Emergency Operations Center (EOC)
- Communications interoperability among response units
- Primary and backup communications systems
- Telecommunications and information technology resources
- Emergency warning and notification

The External Affairs ESF provides information on and the dissemination of information to the public for the purpose of protective action guidance and ongoing emergency information. This information is focused on the minimization of confusion, misinformation, and rumors during times of an emergency/disaster.

Fulton County Warning Point

The Fulton County Emergency Services serves as the Fulton County Warning Point. The Fulton County Warning Point provides Fulton County with a single point to disseminate information and warnings to government officials that a hazardous situation could threaten the general welfare, health and safety, and/or property of the population.

The Warning Point is equipped with multiple communication networks, auxiliary power, and capabilities that ensure the broadcast of pertinent information the targeted audience in a timely manner. A list of these capabilities is provided in ESF Communications and below:

Communications		
Communication: Office 365 - Teams		
Priority: High	Type: Data	Quantity:
Description: Internal Use, Mobile, Secure - Microsoft Teams is a collaboration app that's part of Microsoft 365 and is used for communication, meetings, and file sharing:		

<ul style="list-style-type: none"> • Integration - Teams integrates with other Microsoft and partner apps, and with Microsoft 365. • Communication - Teams offers chat, audio and video calling, and instant messaging. • Meetings - Teams allows for online meetings, and you can transition from chat to a call. You can also manage calendar invites and use background effects. • File sharing - Teams allows for file and app sharing, and you can securely store documents and conversations in the cloud. 		
Communication: Cell Phone		
Priority: High	Type: Other	Quantity:
Description: Internal Use, External Use, Mobile, Secure - Assumed that each Atlanta Fulton County Employee has a cell phone.		
Communication: AFCEMA Website		
Priority: High	Type: Data	Quantity: 1
Description: External Use, Mobile, Secure - https://www.fultoncountygga.gov/inside-fulton-county/fulton-county-departments/atlanta-fulton-emergency-management-agency		
Communication: AFCEMA Social Media Accounts		
Priority: High	Type: Data	Quantity: 1
Description: Internal Use, External Use, Mobile, Secure - We update our social media accounts (X formerly known as Twitter, Facebook, Instagram, etc) during emergency situations.		
Communication: Everbridge (FALCON)		
Priority: High	Type: Voice	Quantity:
Description: Internal Use, External Use, Mobile, Secure - Fulton County use the FALCON system to distribute emergency notifications to residents, businesses, and county employees. FALCON is a telephone communication service that allows us to quickly notify citizens about emergency situations.		
Communication: Radio		
Priority: High	Type: Voice	Quantity:

Description: Internal Use, External Use - The APX 8000 offers unlimited mobility and uncompromising performance with a 4-in-1 radio that offers the clearest, loudest audio, seamless Wi-Fi connectivity, and limitless interoperability in a single device.		
Communication: WebEOC		
Priority: High	Type: Data	Quantity: 1
Description: Internal Use, External Use, Secure - WebEOC, or Web-based Emergency Operations Center, is a web-based system that helps organizations share information and manage crises in real time: <ul style="list-style-type: none"> • Situational awareness WebEOC provides a centralized dashboard with aggregated data to help users make decisions. • Information sharing WebEOC allows multiple organizations to share critical information securely in real time. • Incident management WebEOC can manage multiple incidents at once, or users can combine incidents into a single view. • Reporting WebEOC provides tools for retrieving and reporting information. https://webeoc.afcema.com/eoc/default.aspx		

The Fulton County Emergency Services has Standard Operating Guides (SOG) to notify and warn officials and general public of emergency and disaster events that occur in Fulton County. In addition these guides also identify actions to be taken based off types of incidents. Notification lists for agencies and individuals are maintained by the Fulton County Emergency Services. Notification of the State Warning Point is included in these guides. The Emergency Manager or the on-call Emergency Management staff person will initiate any further notification.

Developing or existing emergency conditions which should be reported to the Fulton County Emergency Services include those that have or may result in multiple loss of life, environmental or property damage, or evacuation of a populated area whether or not State or Federal resources are needed to support local emergency response efforts.

Coordinators and other Emergency Operation Center Representatives are kept informed of potential events by the Emergency Management Duty Officer of Fulton County Emergency Management/Homeland Security Agency by WebEOC, email, or telephone.

Warnings are accomplished in various ways depending on the persons that need to be warned and the time available. The Emergency Management Duty Officer of Fulton County Emergency Management/Homeland Security Agency or the Incident Commander can initiate warnings and notification procedures. The following list identifies warning methods during an event. Any or all may be used.

- Activation of the Emergency Alert System (EAS)
- Information statements released to the local media
- SMS text services administered by Fulton County or law enforcement
- Public address systems of public safety vehicles
- Door-to-door contacts
- Alert Messaging System
- Social Media

Persons in the threatened areas with vulnerable needs may be notified by all of the methods outlined above. Hotels, motels and Chambers of Commerce will assist in notification of tourists visiting the area. Most of the other warning systems previously listed would also reach some visitors to the County.

The Fulton County Warning Point Fulton County Emergency Services is responsible for network control and conducts routine tests to ensure operational readiness.

5. State Level

When an emergency or disaster has occurred or is imminent, the Governor may issue an Executive Order proclaiming the existence of a State of Emergency or activate the emergency response, recovery and mitigation aspects of State, local and inter-jurisdictional disaster plans.

At the State level, the Georgia Adjutant General, or designee performs policy-making authority and commitment of State resources at the GEMA/HS State Operations Center. The GEMA/HS State Operations Center Manager is responsible for the provision of State assistance, as well as routine management and operation of the GEMA/HS State Operations Center. The GEMA/HS State Operations Center Manager may issue mission assignments to the GEMA/HS State Operations Center to perform duties consistent with State policy. Mission assignments, and mutual aid assistance brokered by the State, are tracked in the GEMA/HS State Operations Center.

Coordination of regional and multi-regional protective actions will occur among all affected risk and host counties, other states, and the GEMA/HS State Operations Center under the direction and control of the GEMA/HS State Operations Center Manager. Counties that are not impacted by an emergency/disaster situation may be directed by the Georgia Adjutant General to activate their EOCs to provide emergency assistance.

During activation of the GEMA/HS State Operations Center, the GEMA/HS State Operations Center Team provides up-to-date information on the situation and is also equipped to provide information on various grant programs and funding sources available to affected areas in the aftermath of disaster.

The Georgia Emergency Management Agency/Homeland Security Preparedness Coordinator serves as the GEMA/HS State Operations Center liaison and shares information with local command, who then shares the information as per local protocol. The GEMA/HS State

Operations Center will provide incident information to State agencies, State legislative, and United States Congressional officials. This is typically accomplished via situation reports and frequent GEMA/HS State Operations Center briefings.

In the event federal assistance is required, the State Coordinating Officer will interface directly with representatives of the federal government. If the State Coordinating Officer determines that the span-of-control needs to be broadened, he may designate a Deputy State Coordinating Officer to ensure coordination between federal and State agency representatives and to anticipate any needs or conflicts in the response or recovery phases as they progress.

In the event a request for disaster assistance comes from the governor of another state, the Governor of the State of Georgia may solicit the mobilization of State resources under the Emergency Management Assistance Compact (EMAC) to be deployed to the impacted state. The management and coordination of these resources will be administered through the Operations Branch under the direction of the Section Chief located in the GEMA/HS State Operations Center. In the event the GEMA/HS State Operations Center is not activated, EMAC will be managed by Georgia Emergency Management Agency/Homeland Security's Operations Branch under the direction of the Branch Director or his/her designee.

6. Federal Level

Through the National Response Framework (NRF), the federal government provides assistance by establishing a single, comprehensive framework for the management of domestic incidents. The NRF provides the structure and mechanisms for the coordination of federal support. Through the NRF, federal ESF coordinators may establish a direct liaison with Georgia ESF representatives in the GEMA/HS State Operations Center.

If the disaster is major or catastrophic, the Georgia Emergency Management Agency/Homeland Security will contact the Federal Emergency Management Agency, Region 4 and request a Federal Liaison and/or alert them that the Governor may submit a formal request for federal assistance.

If the President authorizes federal assistance, a Primary Federal Official (PFO) will represent the Secretary of the U.S. Department of Homeland Security and/or a Federal Coordinating Officer. The Federal Coordinating Officer is authorized to use the full authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended to reimburse response and recovery claims against the Disaster Relief Fund. Additionally, the Stafford Act provides funding to assist communities in mitigating the impact of future events.

7. Joint Field Office

The emergency recovery process is initiated when the President of the United States issues a Major Presidential Disaster Declaration. Such a declaration makes available a series of federal disaster assistance programs to aid the State in its recovery from a disaster situation. The basis for the declaration is the determination by the President that the disaster is of such severity and magnitude that response is beyond State and local capabilities. The field recovery operation will be conducted in accordance with the most current edition of the State of Georgia Emergency Response Plan as well as other recovery plans and procedures.

Once a field office has been established in Fulton County, the Fulton County Emergency Management/Homeland Security Agency will provide the proper liaisons to the appropriate field

office operations.

The organizational structure for recovery is under the leadership of the State Coordinating Officer. Once a federal disaster declaration has been issued, the State Coordinating Officer consults with a Federal Coordinating Officer. In addition, a Governor's Authorized Representative (GAR) is designated in the Federal Emergency Management Agency-State Agreement and is responsible for compliance with that Agreement.

During a recovery operation, the State Coordinating Officer usually appoints a Deputy State Coordinating Officer who represents him/her at the Joint Field Office. The Deputy State Coordinating Officer is responsible for the establishment and management of State operations in the Joint Field Office and coordination between State and federal programs.

C. Prevention

Fulton County's prevention goals are to avoid an incident, intervene, or stop an incident from occurring. To accomplish the goal the following strategy will be used:

- Expand Regional Collaboration
- Implement the National Incident Management System and National Response Framework (NRF)
- Strengthen Information Sharing and Collaboration capabilities
- Strengthen Interoperable and Operable Communications capabilities
- Strengthen Medical Surge and Mass Prophylaxis capabilities
- Strengthen Planning and Citizen Preparedness Capabilities
- Increase coordination with the Georgia Intelligence Fusion Center (IFC)

1. Georgia Intelligence Fusion Center

The ability to share intelligence information quickly and accurately among state fusion centers and emergency operation centers is crucial in preventing potential criminal and terrorist acts. The primary components of a fusion center are situational awareness and warnings that are supported by law enforcement intelligence, derived from the application of the intelligence process, where requirements for actionable information are generated and information is collected, integrated, evaluated, analyzed, and disseminated. Important intelligence that may forewarn of a future attack may be derived from information collected by several diverse entities.

Georgia Information Sharing and Analysis Center (GISAC) serves as the local liaison to the Georgia Bureau of Investigation. Given the nature of the information, Georgia Information Sharing and Analysis Center (GISAC) will distribute the information in accordance to local SOPs and be marked as Unclassified/For Official Use Only (U/FOUO).

D. Preparedness

The goal of Fulton County's preparedness operations is to help ensure a timely and effective response to, recover from and mitigation of the impacts and consequences associated with an emergency/disaster situation. To facilitate this goal, key abilities and weaknesses must be assessed. These elements will be addressed in a comprehensive manner with Planning and Mitigation officers. In order to address Core Capability objectives, the following activities will be prioritized:

- Administer grant programs for operational support and training activities
- Participate in capability assessments at the regional and county level
- Establish an inclusive planning process using the “Whole Community” concept.

1. Resource Management and Credentialing

Resource Management

Each agency tasked within this plan is responsible for developing and maintaining applicable resource lists. These lists should follow established Fulton County protocols for maintaining resource lists. At a minimum, full resource lists (including all Fulton County resources) will be provided to Fulton County Emergency Management/Homeland Security Agency and the Logistics ESF coordinating agency. The following lists are created using the State of Georgia's Comprehensive Resource Management and Credentialing System. These inventories include a point of contact, geographic location, and operation area for:

1. Vehicle inventories
2. Personnel
3. Equipment
4. Equipment operators
5. Suppliers/Contractors/Vendors
6. Resources in adjacent jurisdictions that could be used during a disaster-if applicable

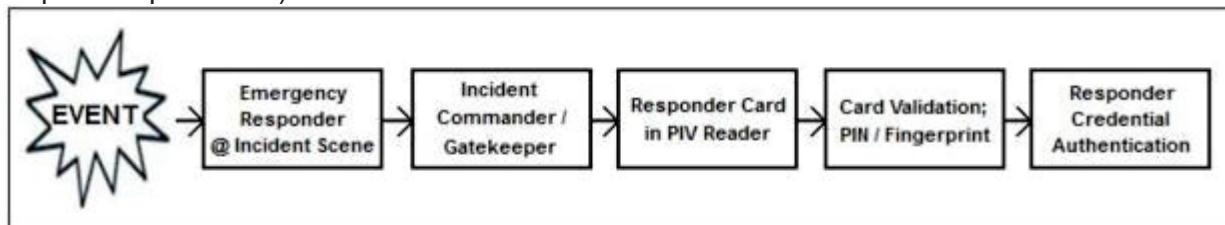
The following lists are currently created outside of Georgia's Comprehensive Resource Management and Credentialing System and should also include point of contact, geographic location, and operation area:

1. Facilities
2. Staging areas for internal and external response
3. Services/Contracts/Mutual Aid Agreements
4. List of critical facilities having priority for restoration of utilities during emergencies

Credentialing

It is at the discretion of the Incident Commander or the Fulton County Emergency Management/Homeland Security Agency to identify expedient or applicable means of credentialing staff. Fulton County follows their designated policy as a guide and policy to ensure that personnel resources requested to assist are adequately trained and skilled.

When Georgia's Comprehensive Resource Management and Credentialing System is used, it also allows Incident Commanders or EMs to verify identity and qualification in order to allow access to an incident site. This system can serve to prevent unauthorized (self-dispatched or unqualified personnel) access to an incident site.



2. Plan Development and Maintenance

Plan Development

The Fulton County Local Emergency Operations Plan is developed with the assistance and input from the following groups serving in an advisory capacity.

- Fulton County Mitigation Planning Committee
- Local Emergency Planning Committee (LEPC)
- Coordinating, primary and support agencies
- Mutual aid partners and adjoining counties.

Listed below are planning events that have occurred or are scheduled to occur in the development of the Fulton County Local Emergency Operations Plan:

- LEOP Training Session #3
- LEOP Training Session #2
- Initial EOP System Training
- Emergency Operations Plan System Training
- Vista Forge

The preparation and revision of the basic plan and ESF will be coordinated by Fulton County Emergency Management/Homeland Security Agency with the assistance and involvement of all applicable entities.

This plan will be made available to all agencies tasked therein, mutual aid partners and adjoining counties for comment. It is the responsibility of ALL parties to review and submit any comments to Fulton County Emergency Management/Homeland Security Agency. The process of distributing the plan will be accomplished by providing an electronic copy. Fulton County Emergency Management/Homeland Security Agency will keep a hard copy on file.

The public will be provided the opportunity to view the Basic Plan portion of this document at a place determined by Fulton County.

Plan Maintenance

The Fulton County Emergency Management/Homeland Security Agency will update the Fulton County LEOP annually to incorporate new directives and changes based on lessons learned from exercises and actual events. The updated LEOP will be submitted to Georgia Emergency Management Agency/Homeland Security for approval every four years, as required. This section establishes procedures for interim changes and full updates of the EOP. The coordinating, primary and support agencies/organizations of each ESF will be responsible for preparing and maintaining operating procedures for all responsibilities assigned them in the LEOP. These procedures will be prepared following guidance issued by local policies.

This section establishes procedures for interim changes and full updates of the EOP.

- **Types of Changes**

Changes include additions of new or supplementary material and deletions. No proposed change should contradict or override authorities or other plans contained in statute, order, or regulation.

- **Coordination and Approval**

Any department or agency with assigned responsibilities under the LEOP may propose a change to the plan. The Fulton County Emergency Management/Homeland Security Agency is responsible for coordinating all proposed modifications to this LEOP with primary and support agencies and other stakeholders, as required. The Fulton County Emergency Management/Homeland Security Agency will coordinate review and approval for proposed modifications as required.

- **Notice of Change**

After coordination has been accomplished, including receipt of the necessary signed approval supporting the final change, The Fulton County Emergency Management/Homeland Security Agency will issue an official Notice of Change. The notice will specify the date, number, subject, purpose, background, and action required, and provide the changed language on one or more numbered and dated insert pages that will replace the modified pages in this LEOP. In addition, a manually logged record of change will be documented on the form at the beginning of this plan titled: Record of Revisions. Once published, the modifications will be considered part of the LEOP for operational purposes pending a formal revision and redistribution of the entire document. Interim changes can be further modified or updated using the above process.

- **Distribution**

The Fulton County Emergency Management/Homeland Security Agency will distribute Notices of Change to all participating agencies who maintain a copy of this LEOP. Notices of Change to other organizations will be provided upon request.

- **Redistribution of the EOP**

Working toward continuous improvement, the Fulton County Emergency Management/Homeland Security Agency is responsible for conducting an annual review of the LEOP as well as a complete revision of the document every four years or more frequently if the Fulton County Emergency Management/Homeland Security Agency or the Georgia Emergency Management Agency/Homeland Security deems necessary. The review and update will consider lessons learned and best practices identified during exercises as well as during responses to actual events. Fulton County Emergency Management/Homeland Security Agency will distribute revised LEOP documents for the purpose of interagency review and concurrence.

LEOP Supporting Documents and Standards for Other Emergency Plans

As the core plan for domestic incident management, this LEOP provides the structures and processes for coordinating incident management activities for terrorist attacks, natural disasters, and other emergencies. Following the guidance provided, this LEOP incorporates existing emergency and incident management plans (with appropriate modifications and revisions) as integrated components; as supplements, or as supporting operational plans. Accordingly, departments and agencies must incorporate key LEOP concepts and procedures for working with LEOP organizational elements when developing or updating incident management and emergency response plans. When an agency develops an interagency plan that involves events within the scope of disaster and emergency incidents, these plans should be coordinated with the Fulton County Emergency Management/Homeland Security Agency to ensure consistency within the LEOP. These new plans will be incorporated into the LEOP, either by reference or as a whole.

The Fulton County Emergency Management/Homeland Security Agency will also maintain a complete set of current local interagency plans. These plans must include, to the extent authorized by law:

- Principles and terminology of the NIMS;
- Reporting requirements of the LEOP;
- Linkages to key LEOP organizational elements such as the Fulton County Emergency Operations Center (EOC);
- Procedures for transitioning from localized incidents to incidents that require state or federal assistance.

The broader range of LEOP-supporting documents includes strategic, operational, tactical, and incident specific or hazard-specific contingency plans and procedures.

- Strategic plans are developed based on long-range goals, objectives, and priorities.
- Operational-level plans merge the on-scene tactical concerns with overall strategic objectives.
- Tactical plans include detailed, specific actions and descriptions of resources required to manage an actual or potential incident.

- Contingency plans are based on specific scenarios and planning assumptions related to a geographic area or the projected impacts of an individual hazard.

3. Public Information

Before an emergency or disaster occurs, public information is critical for the public to make the necessary protective actions. The County's public information program focuses on how to better communicate emergency information to the public before, during, and after a disaster. Particular attention will be given to strategies that enhance awareness of the evacuation process, road conditions, shelter status and re-entry issues, and how to communicate information to people during evacuation.

- The PIO will work closely with the Emergency Manager or NIMS Coordinator of Fulton County Emergency Management/Homeland Security Agency, and will be the primary resource for providing disaster-related information to the public. This includes information about all preparedness, response, recovery, and mitigation activities. Following a disaster, the public will be informed that they can contact the Fulton County to receive disaster-related preparedness, response, recovery, or mitigation information.
- Pre-scripted public service announcements are maintained by the Fulton County Emergency Management/Homeland Security Agency.
- The PIO will be responsible for collecting information, preparing releases for the media, and responding to requests for information and interviews.
- The Fulton County Emergency Management/Homeland Security Agency will prepare pre-scripted news releases that can easily be edited to include disaster specific information.
- The PIO will, upon the approval of the EOC Director, send disaster updates to local media outlets, and to the Georgia Emergency Management Agency/Homeland Security.
- Additional information is provided in ESF External Affairs and Communications with close coordination between affiliated agencies.

4. Training and Exercise

All training related to emergency management is coordinated and scheduled through the Fulton County Emergency Management/Homeland Security Agency. The Fulton County Emergency Management/Homeland Security Agency offers training to all inter-agencies (County, City and others) on preparedness, response, recovery, mitigation, hazardous materials, debris management, terrorism and other issues. The training offered is conducted through the Georgia Emergency Management Agency/Homeland Security training section, American Red Cross, the Local Emergency Planning Committees, the Fire Department, and any other organization offering training. The Fulton County Emergency Management/Homeland Security Agency provides the notice of training being offered to local response agencies.

Fulton County continues to implement a training and exercise program, consistent with NIMS, for incident management organizations and personnel. Elements of the program include:

- Multi-disciplinary and multi-jurisdictional interaction, including involvement with private-sector and non-governmental organizations, during realistic exercises.
- Standard courses on incident command and management, incident management structure, and operational coordination processes and systems.
- Courses focused on discipline and agency-specific subject matter expertise.

Fulton County further requires courses for all incident management organizations and personnel to ensure NIMS compliance at all levels of response. The following courses are required:

- ICS 100 - Incident Command Systems, An Introduction
- ICS 200 - Incident Command System, Basic
- G 300 - Intermediate Incident Command System
- G 400 - Advanced Incident Command System
- ICS 700 - National Incident Management System (NIMS), An Introduction
- ICS 800 - National Response Plan (NRP), An Introduction

Exercises are a key component in improving all-hazards incident management capabilities. The Fulton County Emergency Management/Homeland Security Agency participates on an ongoing basis in a range of exercises, including multi-disciplinary and multi-jurisdictional exercises that are designed to improve integration and interoperability. These exercises are integrated in an annual Training and Exercise Planning Workshop (TEPW). Among the key exercises types that Fulton County participates in or has participated in include:

- UASI Regional TTX & FSE
- Airport Big Bird TTX & FSE

The Homeland Security Exercise Evaluation Program (HSEEP) will be used for developing, delivering and evaluating Department of Homeland Security/Office of Domestic Preparedness funded exercises.

After Action Reviews and Corrective Action Plans

After each exercise, the lead agency performing the exercise will conduct an evaluation of the effectiveness of the exercise. This information will be incorporated into future plan revisions and updates by the Fulton County Emergency Management/Homeland Security Agency. This will be accomplished by drafting a corrective action plan which may include, but not limited to assigning the following actions:

- Change to plans/procedures
- Acquire new or replace outdated equipment/resources
- Train/Re-Train Personnel

Following actual events the same procedure will be used and will be led by Fulton County Emergency Management/Homeland Security Agency.

E. Response

Fulton County must be prepared to respond quickly and effectively on a 24-hour basis to developing events. The primary goal of the County's response operation is to ensure a timely and effective response to the many consequences that may be generated by an emergency/disaster situation. When an event or potential event is first detected, a series of actions will take place to ensure an effective and efficient response operation.

1. Fulton County Emergency Operations Center (EOC)/Multi-Agency Coordination Center

The Fulton County Emergency Operations Center (EOC)/Multi-Agency Coordination Center (MACC) is the facility that is used to coordinate a County response to any major emergency or disaster situation. [REDACTED]

The Fulton County Emergency Operations Center (EOC) is a central location from which interagency coordination and executive level policy decisions are made in support of incident response and recovery activities. The decisions made through the Fulton County Emergency Operations Center (EOC) are designed to be broad in scope and offer general guidance on priorities. It is important to clarify that the Fulton County Emergency Operations Center (EOC) does not command nor control any on-scene response efforts. However, the Fulton County Emergency Operations Center (EOC) does provide the following core functions:

- Support of the Incident Command Post's command and management efforts
- Coordination of activities
- Communications
- Prioritizing incident resource demands
- Resource allocation and tracking
- Information collection, analysis, and dissemination.

The Fulton County Emergency Management/Homeland Security Agency Fulton County Emergency Operations Center (EOC) can also be utilized as a location for Area Command since it is equipped with sufficient telephones, backup power, white boards, status boards, maps and communications to link internal and external partners with field operations as well as state and federal agencies.

Fulton County Emergency Management/Homeland Security Agency uses the multi-agency coordination organization system, a NIMS standard set by the Federal Emergency Management Agency, to manage limited resource and efficiently coordinate the operations and actions of all departments/agencies/organizations within.

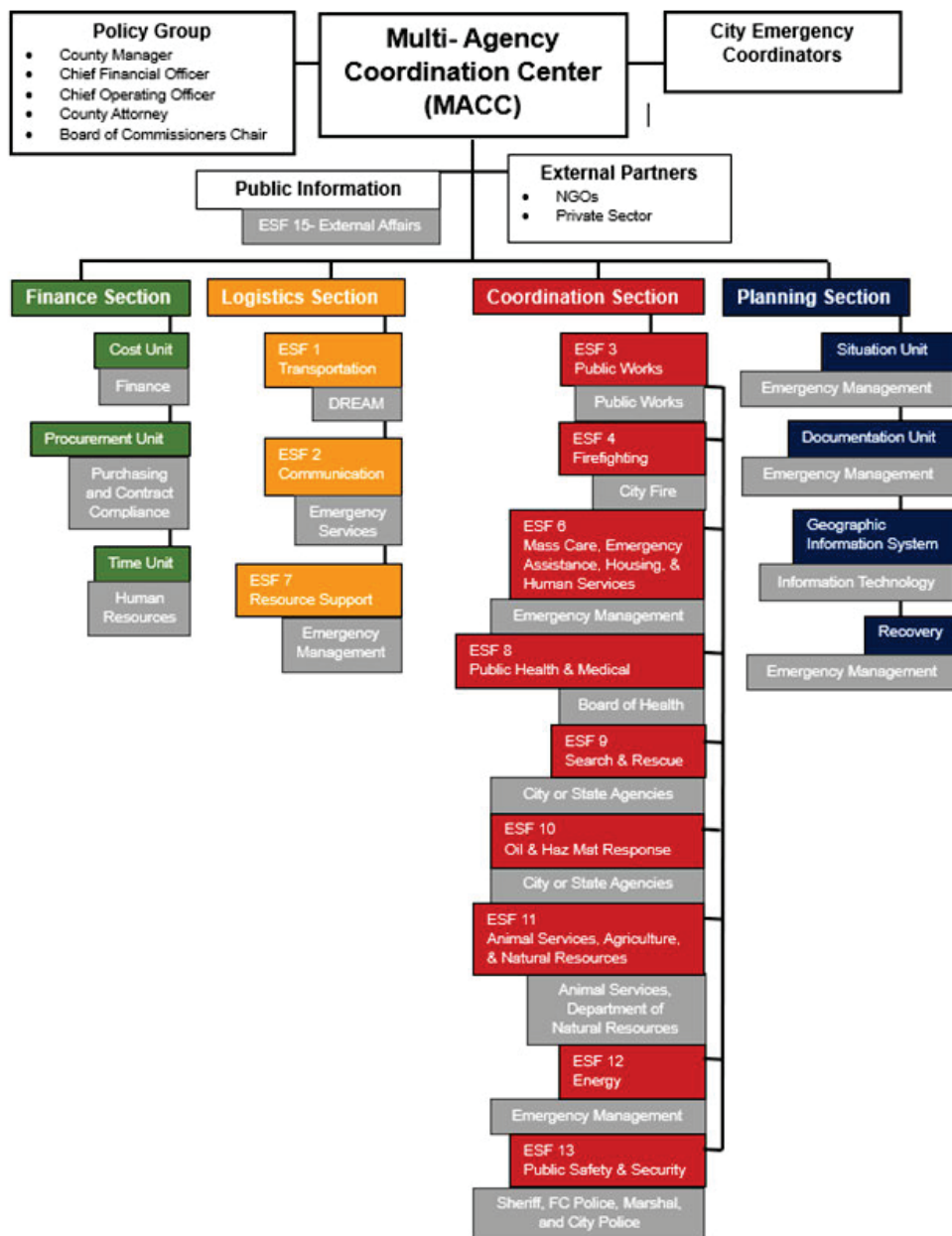
The following are the main functional areas of Fulton County Emergency

Management/Homeland Security Agency 's multi-agency coordination organization system. Each functional area is supported by designated ESFs

- Command Staff
- Coordination Group
- Collection, Evaluation and Dissemination Group
- Resource Group
- Finance & Administration Group

Fulton County Emergency Management/Homeland Security Agency 's ESFs are staffed by City/County department liaison officers; as well as with external partners who are able to make decisions and commit resources on behalf of their specific department or agency during times of emergencies. These representatives are assigned to one of fifteen ESFs and assembled in groups according to their specific functional area. A majority of the 15 ESFs are assigned to the Coordination Group which is further divided into five Branches: Public Safety, Human Services & Mass Care, Public Health, Infrastructure, and/or Damage Assessment.

When the Fulton County Emergency Operations Center (EOC) is activated, the Emergency Management Director, or their designee, will determine which ESFs are activated to meet the specific needs of the emergency response.



Fulton County encompasses 15 governing bodies. A majority of these governing bodies deploy their own public safety, public works, and communications services. Based on the core principles of NIMS, all disasters are handled at the local level until those resources are depleted. Once that occurs, resources and services are requested by the local jurisdiction for incident response and stabilization.

Municipalities and/or City departments are encouraged to develop Departmental EOCs (DEOCs) as appropriate to facilitate their respective activities and provide incident support. If the incident grows beyond the capacity of the original incident command, a unified and/or area command may be established and the Fulton County Emergency Management/Homeland Security Agency will activate at the levels necessary to support field operations, as well as

coordinate with external agencies and Georgia Emergency Management Agency/Homeland Security.

2. EOC/MACC Activation Levels

Many emergencies follow some recognizable build-up period during which actions are taken to achieve a gradually increasing state of readiness. Fulton County Emergency Management/Homeland Security Agency will utilize a graduated response approach when responding to and managing emergencies and disasters. As the severity of the emergency incident increases or the demand on local resources grows, there will be an increase in emergency response and coordination activities necessary to meet increasing emergency demands.

The Fulton County Emergency Management/Homeland Security Agency has the primary responsible for the activation of the Fulton County Emergency Operations Center (EOC) whenever the following activities need to occur.

- Support of the Incident Command Post's command and management efforts
- Coordination of emergency response activities
- Communication between internal and external partners and stakeholders
- Prioritizing incident resource demands
- Resource allocation and tracking
- Information collection, analysis, and dissemination

More information regarding the activation of the MACC can found in the MACC Activation SOP (Support Annex 1 – SA1)

There are four levels of activation:

1. Normal – Day-to-Day Operations
2. Level 3 – Minor Activation
3. Level 2 – Partial Activation
4. Level 1 – Full Activation

A majority of the time, the Fulton County Emergency Operations Center (EOC) is not active and is at "Level Normal" or normal daily operations. If the situation warrants, the Fulton County Emergency Management/Homeland Security Agency Director, Deputy Director, Operations Officer, or Duty Officer may activate the Fulton County Emergency Operations Center (EOC) to Level 3 (Monitoring) or Level 2 (Partial). The Fulton County Emergency Management/Homeland Security Agency Director, or their designee, must make the decision to activate the Fulton County Emergency Operations Center (EOC) to Level 1 (Full).

LEVEL	CONDITIONS	ACTIONS	STAFFING
NORMAL	Day-to-Day	<ul style="list-style-type: none"> • Maintaining the EOC in a state of readiness. • Regular tests of equipment and procedures to ensure that they are effective and in working order. 	AFCEMA Operations Officer
LEVEL 3	A situation exists that requires close monitoring	<ul style="list-style-type: none"> • Monitor situation. • Develop Situation Reports (SitRep) • Inform stakeholders of the current situation • Identify threats as well as future concerns • Activate appropriate warning and notification systems • Prepare and plan for Level 2 activation 	Emergency Management Staff
LEVEL 2	An anticipated or planned event, emergency, or disaster exceeding daily capacity, but within the overall capacity of local government.	<ul style="list-style-type: none"> • Coordinate necessary actions to provide support, resources, and services which are needed to save lives, protect property and the environment, restore essential services and help communities return to normal following an incident. • Consolidate departmental IAPs • Coordinate with Regional and State partners. • Plan for escalation to Level 1 	Emergency Management Staff & Activated Emergency Support Functions (ESFs)
LEVEL 1	A catastrophic event beyond the capabilities of local government OR an anticipated or planned event, emergency, or disaster that may grow beyond the capabilities of local government.	<ul style="list-style-type: none"> • All actions listed in LEVEL 2 • Coordinate with Regional, State and Federal partners 	Emergency Management Staff, All ESFs, Chief Elected Officials, County/City Administrators, Department Directors

3. Incident Typing

NIMS/ICS establishes a typing description used to categorize the complexity, size, and magnitude of an incident. By using these types a more accurate description of the incident can be communicated to first responders, government officials, and others within the ICS. They are scaled in a descending fashion so that a Type V (five) incident is the least complex and a Type I (one) is most complex.

Incident types are based on the following five levels of complexity.

Type 5

- Type 5 incidents can be handled with one or two single resources with up to 6 personnel.
- Command and general staff positions are not activated
- A written IAP is not required
- The incident can be contained within the first operational period

Examples include a vehicle fire, an injured person, or a police traffic stop.

Type 4

- Several resources are required to mitigate the incident.
- Command staff and general staff functions are activated only if needed.
- The incident is usually limited to one operational period in the control phase.
- A written IAP is not required, but a documented operational briefing will be completed for all incoming resources.
- The role of the agency administrator includes operational plans to include objectives and priorities.

Examples include a multi-vehicle accident, small grass fire, or a bomb squad investigation.

Type 3

- Capability requirements exceed that of the initial response and multiple agencies have become involved.
- The situation may be an incident of significance (community impact)
- Incident Command System positions will be added to match the complexity of the incident. Some or all of the command and general staff, division, or group supervisors and unit leader positions may be activated.
- Incident response should be managed by an Incident Command Organization or a Type 3 Incident Management Team through initial actions with a significant number of resources, an extended attack until containment or control is achieved, or as an expanding incident until the transition to a Type 2 incident.
- The Fulton County Emergency Management/Homeland Security Agency Fulton County Emergency Operations Center (EOC) may be activated.
- The incident may extend into multiple operational periods.
- Mutual aid or state assistance will be required.

- A written IAP is required for each operational period.

Examples include a school hostage situation, large structure fire, blizzard or widespread and extended utility outage.

Type 2

- This type of incident extends beyond the capabilities for local control and is expected to go into multiple operational periods. A Type 2 incident may require the response of resources out of area, including regional and/or national resources, to effectively manage the operations, command, and general staffing.
- Most or all of the Command and General Staff positions are filled.
- The Fulton County Emergency Management/Homeland Security Agency Fulton County Emergency Operations Center (EOC) will be activated
- The Georgia Emergency Management Agency/Homeland Security State Operations Center (SOC) may be activated.
- A written IAP is required for each operational period.
- Many of the functional units are needed and staffed.
- Operations personnel normally do not exceed 200 per operational period and total incident personnel do not exceed 500.
- Fulton County Emergency Management/Homeland Security Agency working with Incident Command is responsible for the incident complexity analysis, agency administrator briefings, and the written delegation of authority.

Examples include large wildfires, acts of terrorism, flooding where significant numbers of citizens are affected or significant damage to property.

Type 1

- This type of incident is the most complex, requiring national resources to safely and effectively manage and operate.
- The Fulton County Emergency Management/Homeland Security Agency Fulton County Emergency Operations Center (EOC) is fully activated.
- The Georgia Emergency Management Agency/Homeland Security State Operations Center is activated.
- All Command and General Staff positions are activated.
- Operations personnel often exceed 500 per operational period and total personnel will usually exceed 1000.
- Branches within the ICS need to be established.

- Fulton County Emergency Management/Homeland Security Agency working with Incident Command is responsible for the incident complexity analysis, overall oversight of the incident, county management briefings and the written delegation of authority.
- Use of resource advisors at the incident base is recommended.
- The incident has significant impact on Fulton County; additional staff for administrative and support functions are required.

Examples include major wildfire involving multiple structures, pandemic flu or widespread hostile actions.

F. Recovery

In the aftermath of a disaster, County efforts turn to rebuilding the infrastructure and restoring the social and economic life of the community with the incorporation of mitigation measures as a major goal. To accomplish this goal the following strategy is provided:

- To deploy several specialized recovery teams (personnel) and facilities (centers) into a disaster area to help victims and support the Incident Commander
- To work closely with the Georgia Emergency Management Agency/Homeland Security and to inform affected local governments, individuals and businesses that programs are available to assist them in recovery efforts.

1. Recovery Field Operations

In the aftermath of a disaster, with or without a Presidential Declaration, the State may deploy several specialized recovery teams (personnel) and establish centers (facilities) into a disaster area.

2. Recovery Personnel

- Assessment Team - Teams of qualified personnel, including building inspectors, structural engineers and architects, who will gather information by performing an assessment of all structures and property in the disaster area; and teams of administrative personnel who will compile the gathered information to facilitate the application process for local, state and federal disaster assistance programs.
- Community Relations Team - Team is deployed to disseminate information and collect data to assist disaster-affected communities and eligible individuals in receiving assistance. The primary function of this team is to identify and report unmet human needs and to inform disaster victims of the disaster assistance programs and registration process.
- Unmet Needs Committee - A committee that helps identify unmet needs and possible assistance. Such committees are comprised of volunteer agencies, private sector representatives, and governmental agencies.

- Human Needs Assessment Team - A team that is deployed immediately after a disaster and before the establishment of a JFO Office to help counties assess and report the immediate needs of disaster victims.
- Insurance Team - A team that is deployed to assist policy owners following a disaster.

3. Damage Assessment

Damage assessments include those actions that are undertaken to determine the nature and scope of damages to structures, facilities and infrastructure for the purpose of identifying and scaling the need for State and Federal disaster assistance in the recovery phase. Damage assessment will be closely coordinated with Emergency Management ESF, which has the lead for impact assessment and incident action planning during the response phase.

Operational assessment is the immediate, informal reporting of emergency conditions to size-up the damage that has occurred and to determine what personnel, equipment and facility resources the county has available for response. First indications of the scope and extent of damages will likely be provided by field personnel reporting to their dispatch centers or to the Fulton County Emergency Operations Center (EOC). These initial reports include hazard conditions, critical emergency needs and condition of surface routes, and are extremely important in allocating emergency responders and determining incident situation status.

The Fulton County Emergency Operations Center (EOC) may also receive damage assessment information from additional sources: ambulance crews, utility crews, employees traveling to or from work, media sources in the field, citizens, businesses, etc. The Fulton County Emergency Operations Center (EOC) may establish a process where the public can submit damage reports.

The Fulton County Emergency Management/Homeland Security Agency is the lead for the County's Damage Assessment Program. Responsibilities include: recruitment and training of team members and the overall management of damage assessment priorities in coordination with ESF Emergency Management.

The County Property Appraiser's Office will assist in providing estimates of loss and economic impact. The Chamber of Commerce and the insurance industry will provide information on losses to businesses.

The Emergency Manager will provide information to the Georgia Emergency Management Agency/Homeland Security within 12-36 hours if possible.

Initial Safety and Damage Assessments

The City will conduct an initial damage assessment using resources to determine the overall extent of damages. The Fulton County Emergency Management/Homeland Security Agency is responsible for the direction and control of the Impact Assessment process and has pre-identified County and municipal employees who will assist with damage assessment. The goal of this assessment is to determine the magnitude and severity of damage to structures and infrastructure; and, in the event of a severe rainfall event, determine the level of flooding damage. This information will be collected by the respective city emergency management coordinators, and provided to the Fulton County Emergency Management/Homeland Security Agency, who will then provide the information to the Georgia Emergency Management Agency/Homeland Security.

The impact assessment data provides a County wide general overview of the most significantly impacted areas and, therefore establishes a prioritization mechanism for damage assessment team deployment, resource allocation and disaster assistance.

Preliminary Damage Assessment

If the situation warrants, a formal Preliminary Damage Assessment will be requested and performed by local, State and Federal assessors. This will include assessments for both public and individual damages. Local representatives will accompany these teams during their assessments. These individuals will be familiar with damaged areas and will supply maps needed to complete the damage assessment process. The Georgia Emergency Management Agency/Homeland Security will then coordinate with the Federal Emergency Management Agency to determine if the County qualifies for public and/or individual assistance.

Capturing all costs associated with the emergency is essential because accurate damage assessments (Initial Damage Assessments and Preliminary Damage Assessments) document the need for state and/or federal assistance and are required to obtain a federal disaster declaration.

Habitability Assessments

Habitability assessors will determine the structural safety of residential buildings. This will be conducted through the coordinated efforts of the Fulton County Emergency Management/Homeland Security Agency. When practical, this assessment will be coordinated with the American Red Cross, or other relief agencies.

The municipalities in Fulton County are responsible for all corresponding inspections, damage assessments and other disaster response and recovery functions and activities for their jurisdictional area. The County would include the municipalities in its response and recovery activities due to their limited resources such as police, fire, public works, and water supply. The municipalities will still coordinate final reporting to the Fulton County Emergency Management/Homeland Security Agency, who will then provide the information to the Georgia Emergency Management Agency/Homeland Security.

The County is responsible for all corresponding inspections, damage assessments and other disaster response and recovery functions and activities for their jurisdictional area. The County will coordinate final damage estimates to the Fulton County Emergency Management/Homeland Security Agency, who will then provide the information to the Georgia Emergency Management Agency/Homeland Security.

Additional damage assessment functions are maintained in the appropriate Fulton County SOPs and Annexes. This includes the identification of roles and responsibilities, training, assessment criteria, reporting formats and process for both initial and preliminary damage assessments.

Priorities of inspections include:

- Structures involved in response operations
- Critical transportation routes and infrastructure

- Essential County facilities

Cities and special districts within the County share responsibility for damage assessment and provide information regarding damages and costs within their jurisdictions and service areas to Fulton County Emergency Management/Homeland Security Agency, who will then provide the information to the Georgia Emergency Management Agency/Homeland Security.

4. Disaster Declaration

Following a major or catastrophic disaster in which an emergency or major disaster declaration is granted by the President, federal assistance to disaster victims becomes available under three program areas: Individual Assistance, Public Assistance and Hazard Mitigation. The administration of these programs is coordinated through a joint Federal/State effort in a Joint Field Office, which is usually located in the impacted area

The Joint Field Office (JFO) is the primary field location for the coordination of federal and state recovery operations. The Federal Coordinating Officer (FCO) and the State Coordinating Officer (SCO) co-locate in the JFO, as well as other Federal and State personnel. Recovery and mitigation operations, logistics, information and planning, financial management and general administration are coordinated at the JFO.

5. Public Assistance (PA) and Individual Assistance (IA) Activities

Declared Disasters

Public Assistance (PA)

The Public Assistance (PA) program provides program support to eligible local governmental entities following a disaster to assist in the recovery and restoration of buildings, infrastructure and the removal of debris that is on public property. The categories of Public Assistance include:

- Category A: Debris Removal
- Category B: Emergency Protective Actions
- Category C: Road Systems
- Category D: Water Control Facilities
- Category E: Buildings and Equipment
- Category F: Utilities
- Category G: Parks, Recreation, and Other

In the event of a declared disaster, Fulton County Emergency Management/Homeland Security Agency will work closely with External Affairs ESF to notify all eligible governments and private not-for-profit organizations of the availability of federal public assistance funds. They include all Fulton County government agencies, and those quasi-governmental organizations that perform a governmental function. Such applicants are trained concerning the public assistance program

through the various recovery training sessions offered. Notification may occur through written correspondence and telephone contacts, notices in local newspapers, and broadcasts on local radio station. The Georgia Emergency Management Agency/Homeland Security will notify local governments, non-profit agencies and other eligible applicants of scheduled briefings and Kick-Off Meetings for the Public Assistance (PA) program and the Hazard Mitigation Grant Program (HMGP). The Public Assistance applicant briefings include procedures for all aspects of financial management, personnel and record keeping that will be required for the various Federal and State financial assistance programs. State and Federal recovery personnel must advise the Fulton County Emergency Management/Homeland Security Agency of these briefings so that agencies can be notified. Key components of the Public Assistance program include:

- Project Worksheets are prepared for eligible emergency costs and eligible costs for restoration of damaged facilities.
- The federal share for reimbursement under most federal declarations is 75 percent. The 25 percent nonfederal share is normally provided from a combination of State and local sources in accordance with policies established by the Executive Office of the Governor and the Georgia Legislature.
- The State serves as the Grantee and eligible applicants are Sub-grantees under the federal disaster assistance program.
- Contractual agreements with Georgia Emergency Management Agency/Homeland Security are executed with applicants with all reimbursements coming through Georgia Emergency Management Agency/Homeland Security.
- Documentation, record keeping, inspections, and final closeouts are overseen and approved by the Georgia Emergency Management Agency/Homeland Security.

Documentation is obtained by Fulton County Emergency Management/Homeland Security Agency regarding damage sustained to:

- Roads
- Water control facilities
- Public buildings and related equipment
- Public utilities
- Facilities under construction
- Recreational and park facilities
- Educational institutions
- Certain private non-profit facilities

Individual Assistance (IA)

If the County is declared for Individual Assistance, eligible residents will be able to apply for the Individual Assistance Program. In some cases, FEMA will deploy habitability inspectors to verify the damages individual applicants are claiming. They will do this independent of the State or local assessors. Fulton County will also perform inspections of damaged homes to determine safety. A zoning or civil affairs engineer will be responsible for coordinating post-disaster habitability inspections.

Non-Declared Disasters

During the recovery stage, a disaster may not be declared at the federal level. It will then fall upon the County to use local funds, available competitive grant funds, or any supplemental funding provided by the State of Georgia to recover from the event.

Similar to a declared disaster, costs for response and recovery are to be monitored by all participating agencies. Each responding agency is responsible for the overall management of documentation of the costs of a non-declared disaster with reports submitted ultimately to the Fulton County Emergency Management/Homeland Security Agency for budget and finance approval of local dollars.

6. Disaster Recovery Centers and Staging Areas

Centers that are set up in a disaster area to provide information on the complete range of disaster assistance that is available. The responsibility for managing these centers is jointly shared by the State, the Federal Emergency Management Agency, and the County where the center is located.

A Disaster Recovery Center (DRC) is a facility established in, or in close proximity to, the community affected by the disaster where persons can meet face-to-face with represented Federal, State, local and volunteer agencies to:

- Discuss their disaster-related needs
- Obtain information about disaster assistance programs
- Tele-register for assistance
- Learn about measures for rebuilding that can eliminate or reduce the risk
- Request the status of their application for Assistance to Individuals and Households

The Emergency management of Fulton County Emergency Management/Homeland Security Agency, the State of Georgia and potentially FEMA, will assess the need to open Disaster Recovery Centers and Field Offices, based upon initial damage assessment and human services needs estimates and reports. Fulton County Emergency Management/Homeland Security Agency will request that the Georgia Emergency Management Agency/Homeland Security open a Disaster Recovery Center in Fulton County.

Once it has been determined that Disaster Recovery Centers and/or a Disaster Field Office will be opened in Fulton County, the GEMA/HS State Operations Center will take the lead and should notify the Fulton County Emergency Operations Center (EOC). The GEMA/HS State Operations Center will advise if there are resources the County may need to supply include

staffing. The DRC will be staffed with representatives from appropriate federal, state, county, private relief organizations, and other organizations capable of providing disaster related information to individuals and businesses.

[REDACTED]

[REDACTED]

[REDACTED]

The EOC Director's designated Public Information Officer will provide local media with detailed information on locations of recovery centers, distribution sites and other individual assistance programs. Pamphlets will be prepared to be distributed by personnel in damaged areas so citizens will know how to apply for assistance.

7. Access and Functional Needs:

Georgia Emergency Management Agency/Homeland Security, and the appropriate State and Federal agencies. The Access and Functional Needs Committee Chairperson will be responsible for the oversight of the committee, addressing immediate human needs (food, water, clothing, etc.), immediate housing needs, issues involving the Access and Functional Needs population and coordination with Community Relations Teams. The unmet needs committee will be formed on an as-needed basis for a given event. The chairperson will select the appropriate individuals and organization when the committee is formed.

G. Mitigation

In the aftermath of a disaster, the County's mitigation goal is to ensure mitigation efforts are designed to ensure that residents, visitors, and businesses in Fulton County are safe and secure from future disasters. The strategies to complete this goal include:

- Complete and maintain a hazards and risk assessment
- Maintain a comprehensive list of mitigation goals, objectives and tasks
- Planning process and organizational framework for carrying out the mitigation goals and objectives
- Implement pre- and post-hazard mitigation actions to reduce overall risk/vulnerability
- Evaluation of existing agencies, organizations, plans, programs and guidelines that impact mitigation.

The Fulton County Emergency Management/Homeland Security Agency has been delegated as the lead agency to facilitate and coordinate the activities of the Fulton County Mitigation Planning Committee (MPC) and subcommittees. The Fulton County's Hazard Mitigation Plan (HMP) identifies the hazards to which Fulton County is vulnerable; assesses the facilities and

structures that are most vulnerable to hazards; offers a prioritized list of mitigation projects to take advantage of the available funding; and links mitigation projects to these sources of funding. The Fulton County's Mitigation Plan defines the mitigation goals, objectives and initiatives for Fulton County. Annual revisions to the Fulton County's Mitigation Plan are standard, although in the event of a disaster, or if needed, the plan can be updated more frequently.

V. ADMINISTRATION, FINANCE AND LOGISTICS

A. Documentation

Responding agencies should keep documentation on the ICS Activity Log (ICS Form 214) or another suitable log. The Fulton County Emergency Operations Center (EOC) will document activities on an ICS form 214, situation reports, and/or common operating pictures. Such documentation is crucial for the following reasons:

- Documentation is the key to recovering emergency response and recovery costs. Damage assessment documentation will be critical in establishing the basis for eligibility of disaster assistance programs.
- Documentation provides a legal account of the actions which took place before, during and after an emergency.
- Documentation provides for a historical record which could be used during after action reviews to improve response operations in the future.

Following a disaster, documentation is provided to Fulton County Emergency Management/Homeland Security Agency to maintain an archive for the required time period, after such time archival documents are protected at a designated location.

During after action review the documentation will be used to identify:

- Actions taken (or not taken)
- Resources expended
- Economic and human impacts
- Lessons learned and possible improvements
- Possible mitigation measures that could be taken
- Key impacts and damages

B. Finance

Funding

- During local state of emergency, the monetary support for logistical and administrative support will be funded out of each agency's budget. However, agencies may request reimbursement or additional funds that may be provided through Fulton County's general funds or other legal funding mechanisms available to the local jurisdictions through the Governor's Office's Emergency Disaster Fund which is available to local jurisdictions if the incident is declared a state disaster by the Governor's Office. This will be

accomplished by going through the Georgia Emergency Management Agency/Homeland Security Disaster/Recover Bureau.

- In the event of a federal declaration, some expenses and/or reimbursements are available to affected agencies through Public Assistance Grants.

Disaster Assistance

As previously mentioned, in a federal disaster declaration the county and its eligible jurisdictions/citizens may qualify for federal assistance. Such assistance has been described above and will be further described in ESF Long Term Recovery. In the event of a federal declaration authorizing public assistance, applicant briefings will be conducted to educate responders and local officials about the cost recovery process.

The Fulton County Finance Department will manage and oversee the financial aspects of the Public Assistance Programs. The Fulton County Finance Department will work closely with Fulton County Emergency Management/Homeland Security Agency and the Fulton County Emergency Management/Homeland Security Agency to identify funds for the recovery effort, to include response, recovery and mitigation functions.

Tracking Local Disaster Costs

In the event of a federally declared disaster, Fulton County Emergency Management/Homeland Security Agency may ask the County's Financial Officer to assign a special project number to track all county-related expenses. Incorporated areas of the county may also assign special project numbers per the recommendation of Fulton County Emergency Management/Homeland Security Agency.

Insurance and Cost Recovery

The Fulton County Finance Department, in coordination with the Fulton County Emergency Management/Homeland Security Agency or other designee, will coordinate all insurance actions pertaining to County property. The Fulton County Finance Department coordinates all financial activities relating to recovery operations.

Pet Sheltering Costs: Disaster Assistance Policy (DAP) 9523.19

FEMA Disaster Assistance Policy (DAP) 9523.19 details eligible reimbursements related to pet sheltering including: shelter facilities, supplies and commodities, eligible labor, equipment, emergency veterinary services, transportation, shelter safety and security, cleaning and restoration, and the removal and disposal of animal carcasses.

C. Logistics

Identifying Resource Gaps

The Fulton County Emergency Management/Homeland Security Agency in coordination with the Local Emergency Planning Committee (LEPC) will determine the priorities for resource needs based on identified gaps.

The Fulton County Emergency Management/Homeland Security Agency and LEPC using input

and data from the regional capability assessment (see file archive), Department of Homeland Security, local intelligence and threat assessments, will provide a high level determination of resource needs. These assessments will take into account specific threats as well as potential all-hazard threats and response capability.

Resource and logistic response will be prioritized and accomplished under the direction of the EOC Director and/or their designee. Information from Field Incident Commanders and Incident Action Plan priorities will be used to prioritize multiple requests. Resource requests will be met dependent on incident type and the responding entities available or anticipated resource requirements. All resource requests should be captured using WebEOC. Any requests requiring rental, hire or costs to fill will be passed on to the Finance group with a copy of the Purchase Order (PO).

Contracting

The following locations provide a list of contractors for Fulton County:

- Fulton County can access the state contracting website and query for available state contracts applicable to political subdivisions (i.e. counties, cities, etc.).
- County resource manual(s) with specific contracting lists.

Requesting State Assistance

Coordination of resource needs:

- When local municipal resources are committed, the Fulton County Emergency Management/Homeland Security Agency will coordinate assistance to satisfy resource needs.
- If the County requires additional assistance, it will call mutual aid from adjacent counties and regional resources.
- Only the Fulton County Emergency Manager or his/her documented designee, is authorized to request resource support from the Georgia Emergency Management Agency/Homeland Security.
- Georgia Emergency Management Agency/Homeland Security will turn to the Federal Emergency Management Agency (FEMA) for assistance in dealing with a major disaster that threatens to exceed the capabilities and resources of the state.

Each agency tasked within this plan is responsible for developing and maintaining applicable resource lists. These lists should follow established county protocols for maintaining resource lists. At a minimum, a full resource list (including all county resources) will be provided to Fulton County Emergency Management/Homeland Security Agency and the ESF Logistics Coordinating and Primary Agency.

Key Logistics Facilities

Potential locations for Staging Areas and Points of Distribution sites (PODS) are identified annually by Fulton County Emergency Management/Homeland Security Agency. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Pre-Staging

Certain situations will require pre-staging assets. Identifying these resources and triggers points to utilize such resources are based on the phases indicated in the Fulton County Incident Action Plan (IAP). The IAP will be developed in preparation of or during an emergency or disaster situation.

Fuel

Fuel will be procured using local resources. Local incident command will provide the desired location of fuel purchasing if applicable for the incident. ESF Logistics and ESF Energy provide further detail concerning procuring fuel.

Security

Security at each staging area will be accomplished by mission assigning in the Public Safety ESF. The Public Safety ESF provides further detail.

VI. REFERENCES AND AUTHORITIES

The following references and authorities may be consulted for further advice and guidance. Other than those references and authorities that have the inherent force and effect of law, this LEOP is not intended to incorporate them by reference.

Relationship to Other Plans

In addition to the Fulton County LEOP, the following plans have been developed and are maintained pursuant to state and federal requirements. In addition they have been incorporated in the LEOP annexes or affiliated materials:

- Hazard Mitigation Plan (HMP)
- Access and Functional Needs Protocols (AFN)
- Continuity of Operations / Continuity of Government (COOP/COG)

References:

- **Comprehensive Preparedness Guidance (CPG) 101, Developing and Maintaining Emergency Operations Plans, Version 3.0, September 2021.**
- **Comprehensive Preparedness Guidance (CPG) 201: Threat and Hazard Identification Risk Analysis (THIRA) August 2013**
- **Federal Bureau of Investigation's Concept of Operations for Weapons of Mass Destruction**
- **Federal Radiological Emergency Response Plan**
- **National Incident Management System (NIMS)**
- **National Response Framework (NRF), Fourth Edition, October 2019.**

Authorities:

- **16 U.S.C. 3501** - Coastal Barrier Resources Act.
- **44 CFR 350** - Code of Federal Regulations.
- **44 CFR Part 10** - Environmental Considerations.
- **44 CFR Part 13** - Uniform Administrative Requirements for Grants and Cooperative Agreements.
- **44 CFR Part 14** - Audits of State and Local Governments.
- **44 CFR Part 206** - Federal Disaster Assistance for Disasters Declared after November 23, 1988.
- **44 CFR Parts 59-76** - National Flood Insurance Program and related programs.

- **50 CFR, Title 10** - Code of Federal Regulations.
- **National Flood Insurance Act of 1968, 42 U.S.C. 4101** - As amended by the National Flood Insurance Reform Act of 1994 (Title V of Public Law 103-325).
- **Public Law 101-549** - Clean Air Act Amendments of 1990, which provide for reductions in hazardous air pollutants and risk management planning requirements.
- **Public Law 101-615** - Hazardous Materials Transportation Uniform Safety Act (HMTUSA), which provides funding to improve capability to respond to hazardous materials incidents.
- **Public Law 106-390, Disaster Mitigation Act 2000** - To amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act to authorize a program for pre-disaster mitigation, to streamline the administration of disaster relief, to control the Federal costs of disaster assistance, and for other purposes.
- **Public Law 107-296, 116 Stat. 2135 (2002)** - (codified predominantly at 6 U.S.C. 101-557 and other sections of the U.S.C.), Established The Department of Homeland Security with the mandate and legal authority to protect the American people from the continuing threat of terrorism.
- **Public Law 833-703** - amendment to the Atomic Energy Act of 1954.
- **Public Law 84-99, 33 U.S.C. 701n** - Flood Emergencies, authorizing an emergency fund for flood emergency preparation, flood fighting and rescue operations, and repair and restoration of flood control works threatened or destroyed by flood.
- **Public Law 85-256, Price-Anderson Act, 42 U.S.C. 2210** - Provides for a system of compensating the public for harm caused by a nuclear accident.
- **Public Law 89-665, 16 U.S.C. 470** - National Historic Preservation Act, relating to the preservation of historic resources damaged as a result of disasters.
- **Public Law 91-671, Food Stamp Act of 1964 in conjunction with Section 412 of the Stafford Act, relating to food stamp distributions after a major disaster.**
- **Public Law 93-234** - Flood Disaster Protection Act of 1973, as amended by the Flood Insurance Reform Act of 1994, 42 U.S.C. 4001, et seq, provides insurance coverage for all types of buildings.
- **Public Law 93-288, as amended, 42 U.S.C. 5121** - The Robert T. Stafford Disaster Relief and Emergency Assistance Act, which provides authority for response and recovery assistance under the Federal Response Plan, which empowers the President to direct any federal agency to utilize its authorities and resources in support of State and local assistance efforts.
- **Public Law 95-510, 42 U.S.C. 9601** - The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, which requires facilities to notify authorities of accidental releases of hazardous materials.

- **Public Law 99-499** - Superfund Amendments and Re-authorization Act of 1986, Part III, the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001, et seq, which governs hazardous materials planning and community right-to-know.
- **Regal Community Development and Regulatory Improvement Act of 1994.**
- **Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11331-11352** - Federal Emergency Management Food and Shelter Program.
- **Fulton County Government Charter - Chapter 130 - Section 130-33** - Section 130-33
“The Atlanta-Fulton County Emergency Management Agency is hereby designated as the Fulton County Department of Emergency Management Services, to coordinate the planning and execution of all emergency management functions”
- **City of Atlanta Code: Chapter 50 - Section 50-29** - Section 50-29
“The Atlanta-Fulton County Emergency Management Agency is designated as the Office of Emergency Management to carry out all emergency management functions for the city in accordance with the Federal Defense Act of 1950 and the Georgia Emergency Management Act of 1981”

Memorandums of Understanding and Agreements:

**A RESOLUTION AUTHORIZING ADOPTION OF THE 2025 FULTON COUNTY
LOCAL EMERGENCY OPERATIONS PLAN, AND FOR OTHER PURPOSES**

WHEREAS, each county in the State of Georgia is required to develop a Local Emergency Operations Plan (LEOP) to describe the structure and processes comprising the county approach to incident management, integrating the efforts of municipal governments, the private sector, and non-governmental organizations; and

WHEREAS, Fulton County, through the Atlanta-Fulton County Emergency Management Agency (AFCEMA) formulated the Fulton County LEOP through a collaborative effort involving the County as well as other municipal entities, organizations and persons; and

WHEREAS, the Atlanta-Fulton County Emergency Management Agency (“AFCEMA”) believes the adoption of the Plan to be appropriate and in the best interest of Fulton County.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners:

(1) Adopts in its entirety the 2025 Fulton County Local Emergency Operations Plan (FCLEOP), a copy of which has been provided.

(2) Will use the adopted plan to guide the management and coordination of resources during major emergencies.

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.

SO PASSED AND ADOPTED, this day of June, 2025.

**FULTON COUNTY BOARD
OF COMMISSIONERS**

Chairman, Robb Pitts,
Fulton County Board of Commissioners

1 ATTEST:

2

3

4 Clerk, Tonya R. Grier
5 Fulton County Commissioners

APPROVED AS TO FORM:

Attorney, Y. Soo Jo
Fulton County



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0460

Meeting Date: 6/18/2025

Department

Emergency Management

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

Request approval to extend an existing contract - Fulton County Animal Services, 23RFP052223C-MH, Animal Services in an amount not to exceed \$4,540,000.00 with Lifeline Animal Project, Inc (Avondale Estates, GA) to provide animal control services (shelter operations as well as field services) that will include all personnel, supplies, utilities, necessary insurances, and equipment for the unincorporated areas of Fulton County as well as the cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City for an additional 6 month period. Effective dates: July 1, 2025, through December 31, 2025.

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

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

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: The scope of work provides animal and rabies control services to include all

personnel, supplies, utilities, and equipment for the unincorporated areas of Fulton County as well as the cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City. The cost of this contract will be ultimately shared with the 15 municipalities that we serve, as well as unincorporated Fulton County. This request to extend the contract is necessary so that contract renewal negotiations can be completed. The continuation of the contract is critical so that the services are not impacted

Community Impact: The approval of this extension is necessary to continue critical Animal Services for the citizens of Fulton County

Department Recommendation: The Department of Emergency Management recommends approval.

Project Implications: There are no project implications.

Community Issues/Concerns: No issues or concerns have been raised by internal/external partners regarding this contract.

Department Issues/Concerns: The Department of Emergency Management does not have any specific issues or concerns as it relates to this specific agenda item.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0785	11/1/2023	\$9,080,000.00
Extension No. 1	24-0905	12/18/2024	\$4,540,000.00
Extension no. 2			\$4,540,000.00
Total Revised Amount			\$18,160,000.00

Contract & Compliance Information

Contract Value: \$4,540,000.00
Prime Vendor: Lifeline Animal Project
Prime Status: Non-Minority
Location: College Park, GA
County: Fulton County
Prime Value: \$4,434,218.00 or 97.67%

Subcontractor: PetData, LLC
Subcontractor Status: Non-Minority
Location: Irving, Texas
County: Dallas County
Subcontractor Value: \$100,788.00 or 2.22%

Subcontractor: Clifton Harrison CPA, LLC

Subcontractor Status: African American Male Business Enterprise
Location: Dunwoody, GA
County: DeKalb County
Subcontractor Value: \$4,994.00 or 0.11%

Total Contract Value: \$4,540,000.00 or 100.00%
Total Certified Value: \$4,994.00 or 0.11%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Extension No. 2 to Form of Agreement

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

Joseph Barasoain, Director, Emergency Management, 404-612-5660

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$9,080,000.00
Previous Adjustments: \$4,540,000.00
This Request: \$4,540,000.00
TOTAL: \$18,160,000.00

Fiscal Impact / Funding Source

Funding Line 1:

312-335-S210-1215: Contractual Services Animal Control, Emergency Management, Cont.-Animal Control

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: For Renewal Options

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/1/2022

Report Period End:
12/31/2022

EXTENSION NO. 2 TO FORM OF CONTRACT

Contractor: Lifeline Animal Project, Inc.

Contract No. 23RFP052223C-MH, Animal Services

Address: 3180 Presidential Drive
City, State Atlanta, GA 30340

Telephone: (404) 272-2305

E-mail: rguinn@lifelineanimal.org

Contact: Rebecca Guinn
President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Lifeline Animal Project, Inc. to provide animal services dated January 1, 2024, on behalf of the Department of Emergency Management Services, Division of Animal Services; and

WHEREAS, the County wishes to extend the subject contract, with all items and conditions unchanged, for an additional six (6) month period; and

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

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

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

This Extension No. 2 to Form of Contract is effective as of the 1st day of July, 2025, between the County and Lifeline Animal Project, Inc., who agree that all Services specified will be performed by in accordance with this Extension No. 2 to Form of Contract and the Contract Documents for an additional six (6) month period, with the contract commencing as of July 1, 2025 and ending December 31, 2025.

1. **SCOPE OF WORK:** To provide animal services that will include all personnel, supplies, utilities, necessary insurances, equipment, and management services to include field operations.
2. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed \$4,540,000.00 (Four Million Five Hundred Forty Thousand Dollars and No Cents).

3. **LIABILITY OF COUNTY:** This Extension No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF EXTENSION NO. 2 TO FORM OF CONTRACT:** Except as modified by this Extension No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph Barasoain, Director
Emergency Management &
Homeland Security Agency

CONSULTANT:

**LIFELINE ANIMAL PROJECT,
INC.**

Rebecca Guinn
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0463

Meeting Date: 6/18/2025

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Pride Month." **(Barrett/Ivory/BOC)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0465

Meeting Date: 6/18/2025

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

June 18, 2025

Board of Commissioners Meeting

AGENDA

Justice

- Justice System
- Jail Facilities

Focus Areas

- Library Services Follow-up
- Status update on Health and Human Services Facilities
- Federal Grant Program Status

Finance and Purchasing

- ARPA Reporting
- Monthly Financials
- Emergency and County Manager Contracts



Justice System Update



FULTON COUNTY GOVERNMENT

Justice System Update

JUNE 18, 2025

AGENDA

- 01** JUSTICE SYSTEM SCORECARD
- 02** JAIL POPULATION UPDATE
- 03** JAIL CAPITAL IMPROVEMENT PROGRAM UPDATE

JUSTICE SYSTEM SCORECARD

MONTHLY UPDATE



MEASURE	GOAL	MAY 2023 BASELINE	APRIL 2025	MAY 2025	DELTA (previous month vs. current month)
Average Length of Stay	30 days	71 days	46 days	36 days	10 day decrease
Jail Population Unindicted without other charges	10%	34%	20%	21%	1% increase
Clearance Rate for Felony Criminal Cases	100%	72%	68%	102%	34% increase
Felony Cases Disposed within 180 Days	90%	25%	25%	31%	6% increase
Felony Cases Disposed within 365 Days	98%	63%	54%	60%	6% 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

JUNE 18, 2025

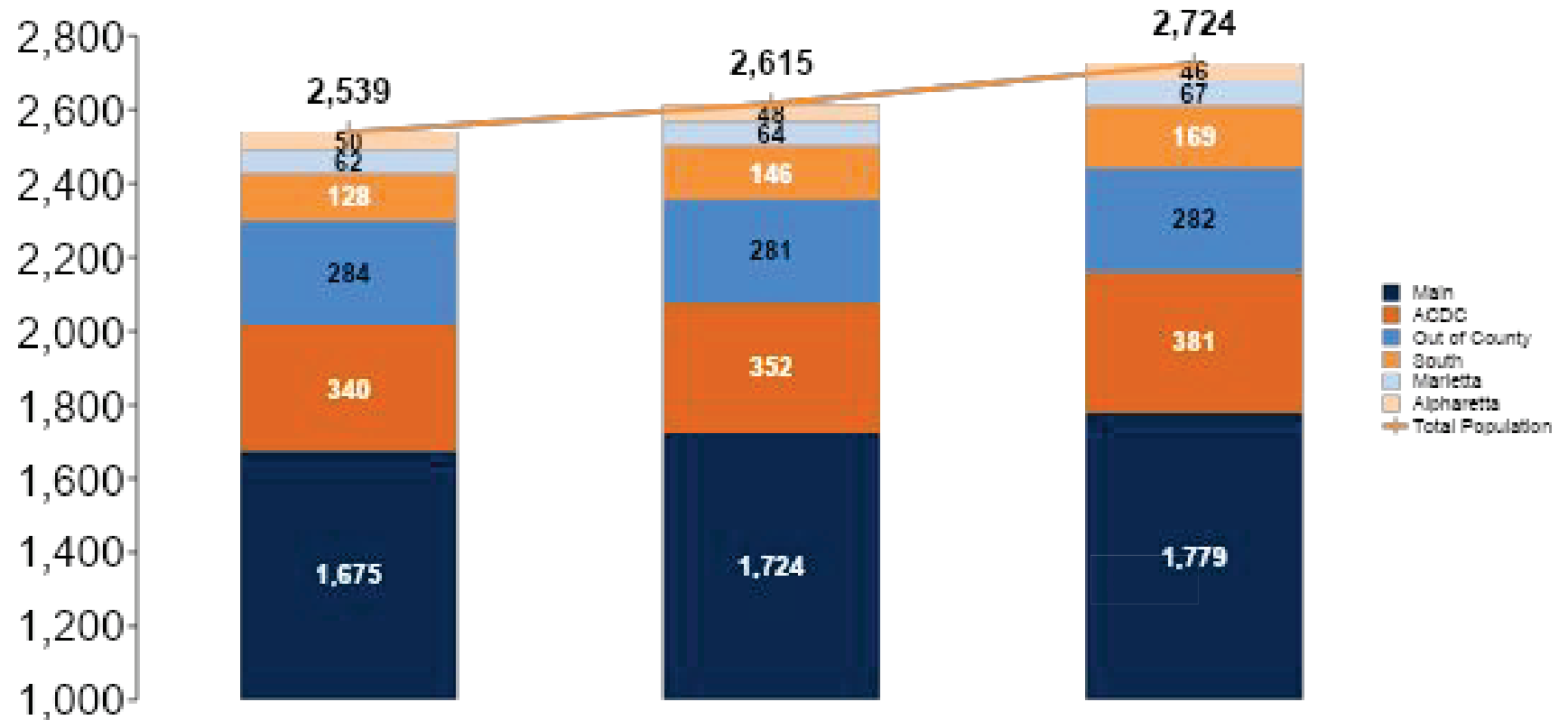
AGENDA

- 01 JUSTICE SYSTEM SCORECARD
- 02 JAIL POPULATION UPDATE
- 03 JAIL CAPITAL IMPROVEMENT PROGRAM UPDATE

AVERAGE MONTHLY POPULATION



2,790
as of 6/11/2025



	March	April	May
Book In	490	438	484
Book Out	478	428	451
Net	-12	-10	-33

AVERAGE MONTHLY JAIL POPULATION

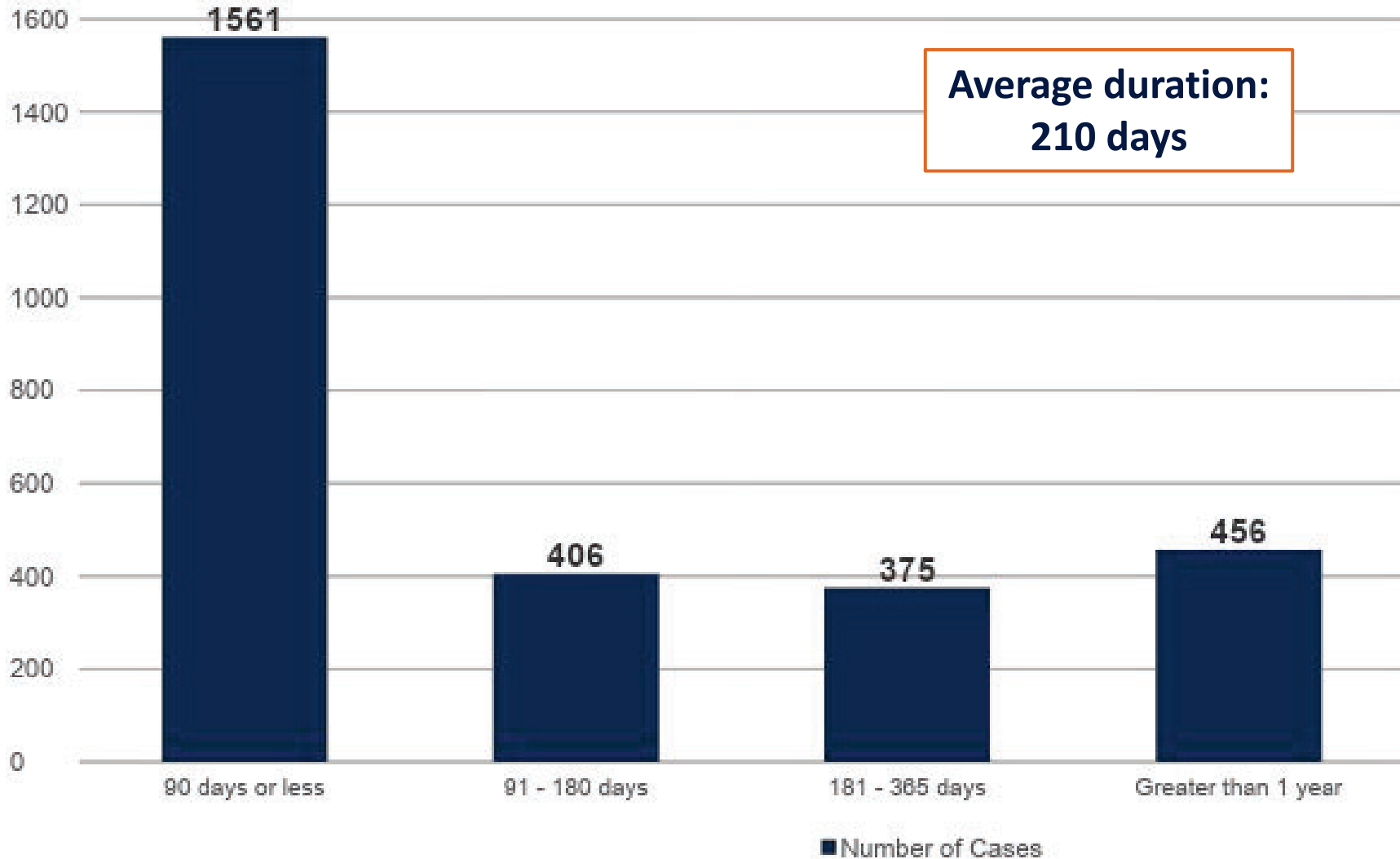
POPULATION BY FACILITY



	MARCH	APRIL	MAY	6/11/2025
Main	1,675	1,724	1,779	1,829
ACDC	340	352	381	412
Out of County	284	281	282	271
South Annex	128	146	169	168
Marietta Annex	62	64	67	65
Alpharetta	50	48	46	45
TOTAL	2,539	2,615	2,742	2,790

LENGTH OF STAY FOR CURRENTLY INCARCERATED INMATES IN JAIL

AS OF 6/10/2025



JAIL POPULATION FACILITY UTILIZATION

AS OF 6/11/2025

Specialized Custody: inmate classification, competency, discipline, protective custody



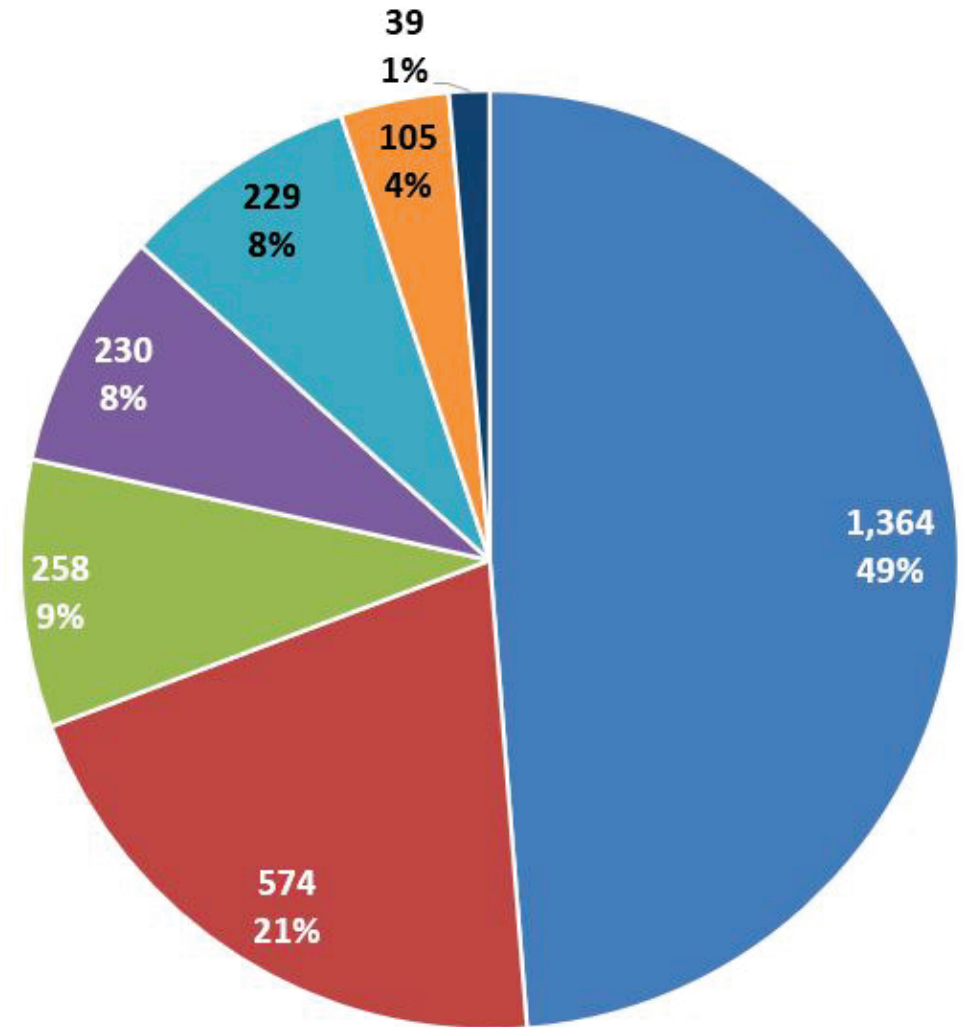
JAIL POPULATION

FULL INMATE ANALYSIS

AS OF 6/10/2025



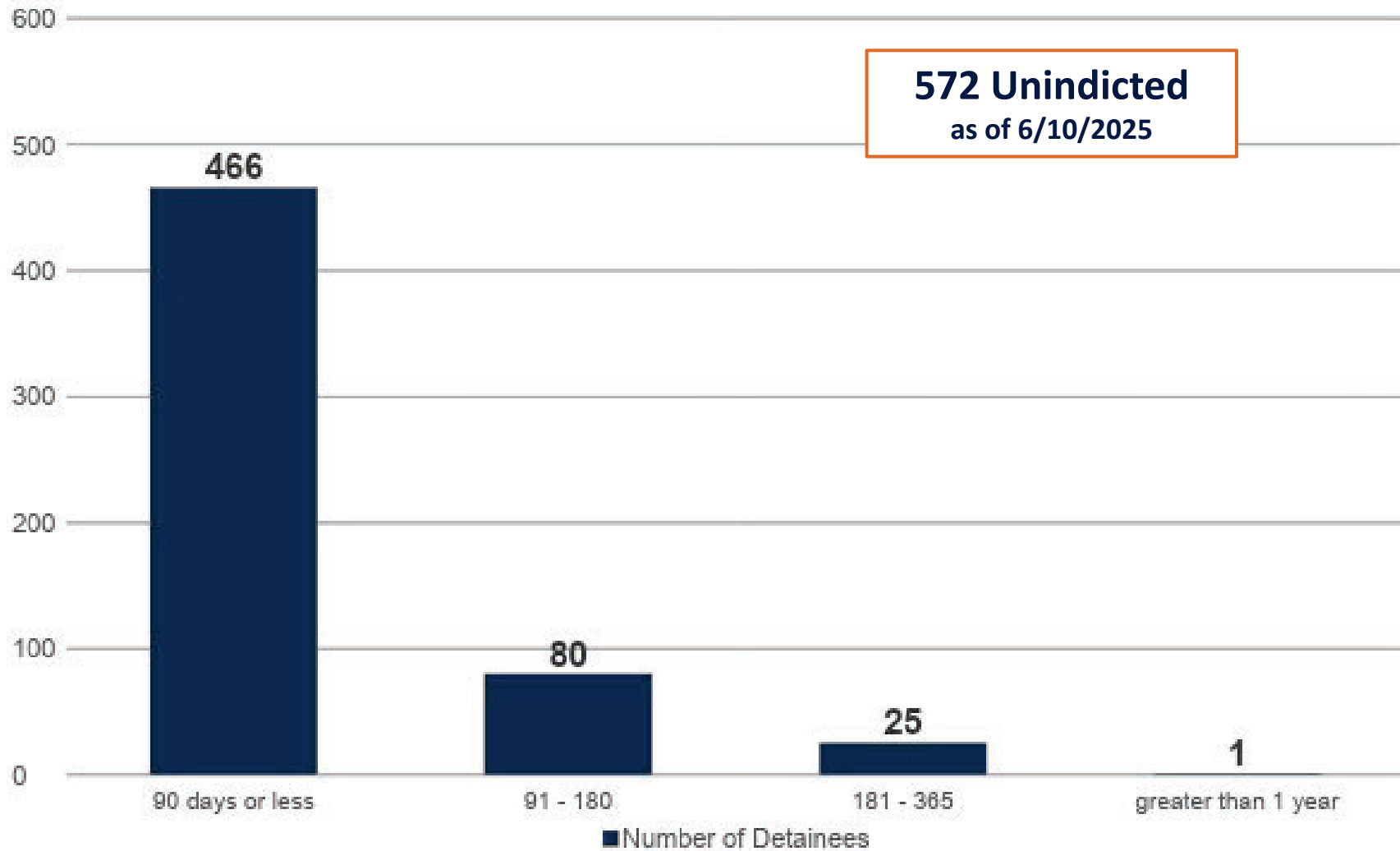
Status	Number of Inmates	
Unindicted	572	21%
Unaccused	39	1%
Indicted	1,364	49%
Accused	258	9%
Accused and Indicted	229	8%
Serving Sentence/CPO	105	4%
Other Hold Condition	230	8%
TOTAL	2,797	100%



- Indicted
- Unindicted
- Accused
- Accused and indicted
- Other Hold Condition
- Serving Sentence/CPO
- Unaccused

UNINDICTED JAIL POPULATION

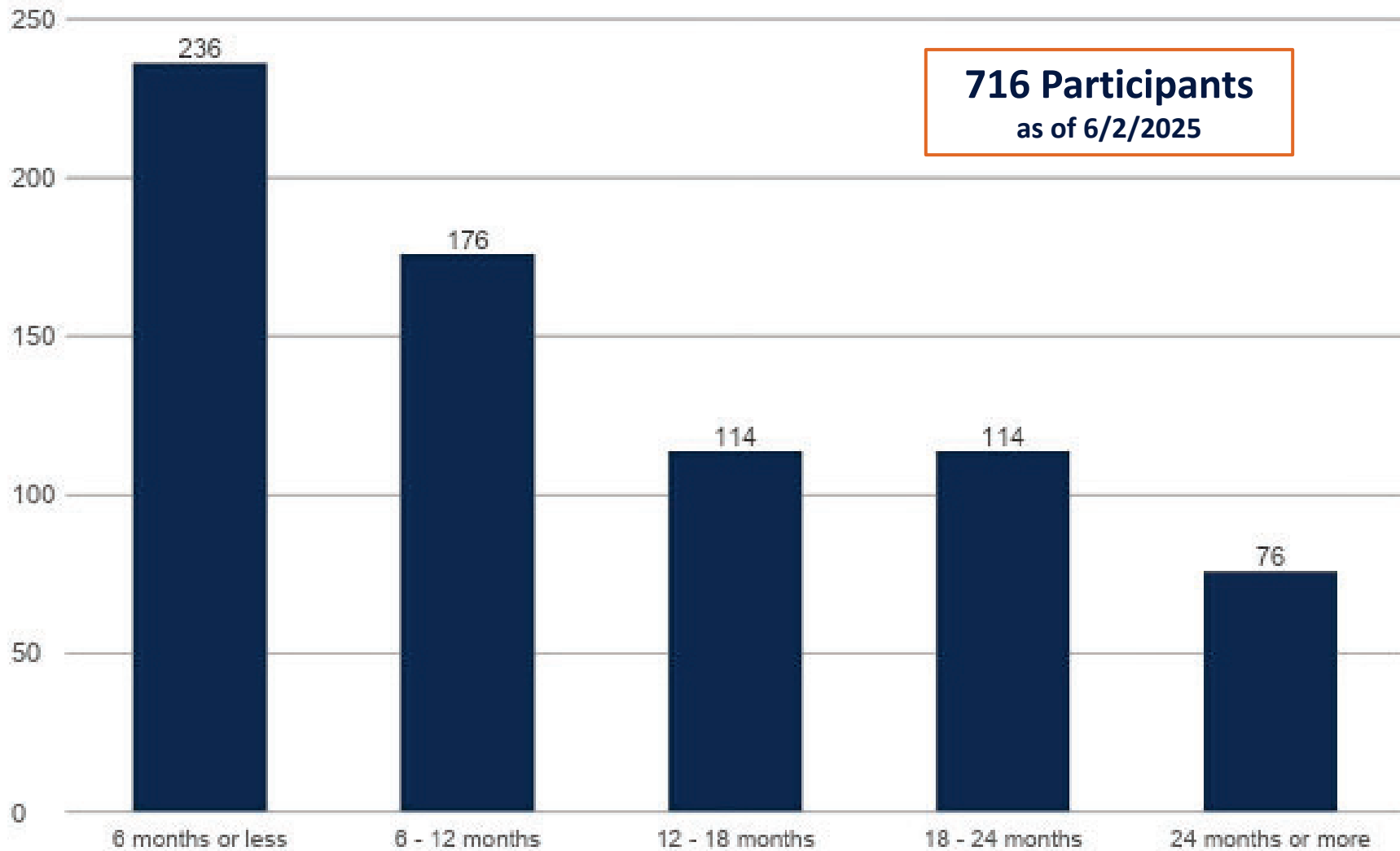
DAYS IN JAIL AS OF 6/10/2025



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appears and foreign and/or other agency holds, 366

ELECTRONIC MONITORING UPDATE

MONTHS ON MONITOR AS OF 6/2/2025



ELECTRONIC MONITORING UPDATE

MONTH-OVER-MONTH 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
MAY 2025	236	176	114	114	76	716	58%	42%
APR 2025	260	193	100	120	61	734	62%	38%
MAR 2025	287	269	87	96	66	805	69%	31%
FEB 2025	286	252	145	79	59	820	65%	35%
JAN 2025	276	232	168	111	59	846	60%	40%
DEC 2024	263	236	170	108	65	842	59%	41%



FULTON COUNTY GOVERNMENT

Justice System Update

JUNE 18, 2025

AGENDA

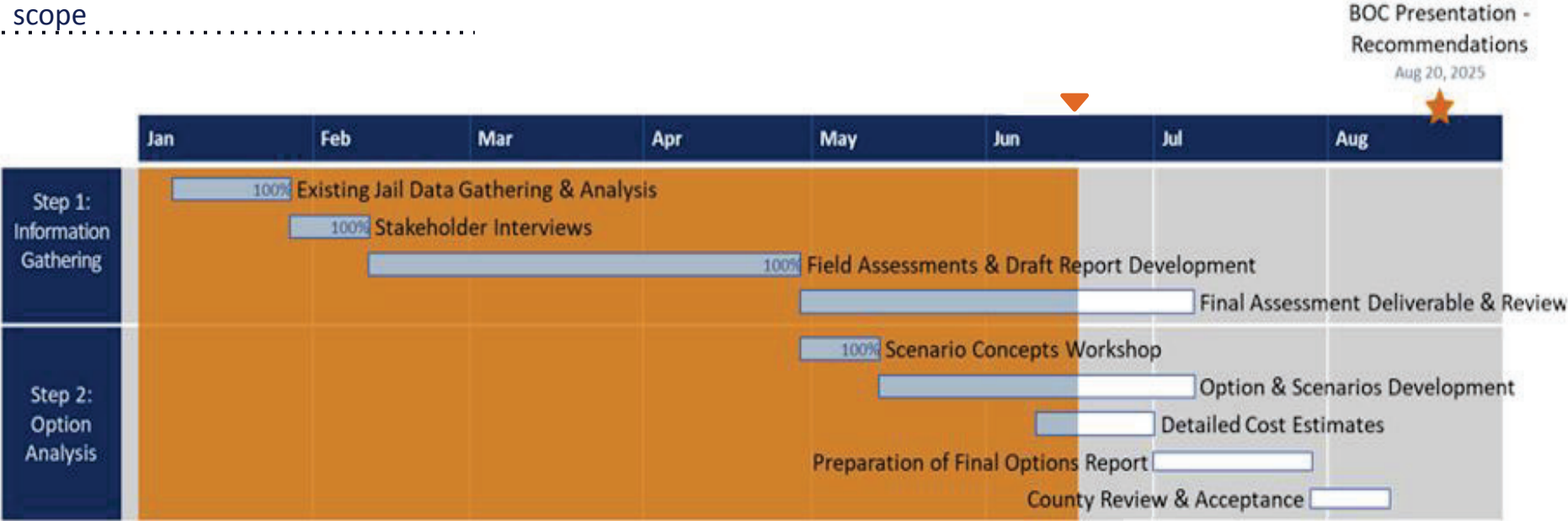
- 01 JUSTICE SYSTEM SCORECARD
- 02 JAIL POPULATION UPDATE
- 03 JAIL CAPITAL IMPROVEMENT PROGRAM UPDATE

JAIL CAPITAL IMPROVEMENT PROGRAM

MONTHLY STATUS UPDATE



Completed Activities	Ongoing Activities	Upcoming Activities
Activities	Activities	Activities Timeline
Conduct onsite assessments of all County facilities and ACDC	Options and scenario development	Develop options and detailed cost estimates Jul 2025
Develop draft findings report	Finalize financing and delivery methods	Final report submission Jul 2025
Develop baseline cost estimates for improvements	Determine facility availability and costs for inmate outsourcing	Presentation of recommendations to BOC Aug 2025
Identify initial concepts for project scope		



PRIORITIES



- ✓ Report on the full jail population analysis, now fully automated
- ✓ Report on utilization and performance data of the Center for Diversion and Services
- ✓ Develop the roles and responsibilities for new resource focused on managing jail population reduction initiatives, increasing diversions, and standardized reporting to the BOC
- ✓ Report on case management strategies developed by the Courts

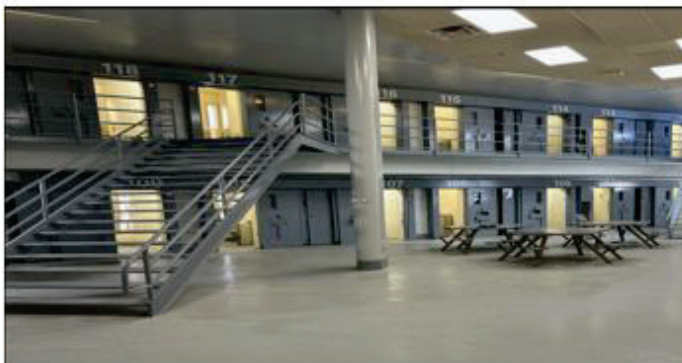
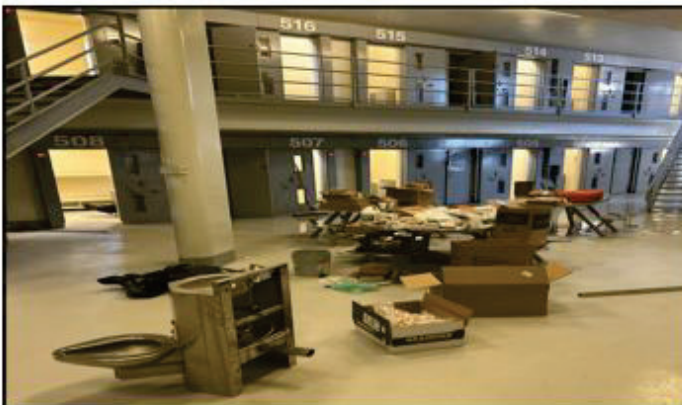
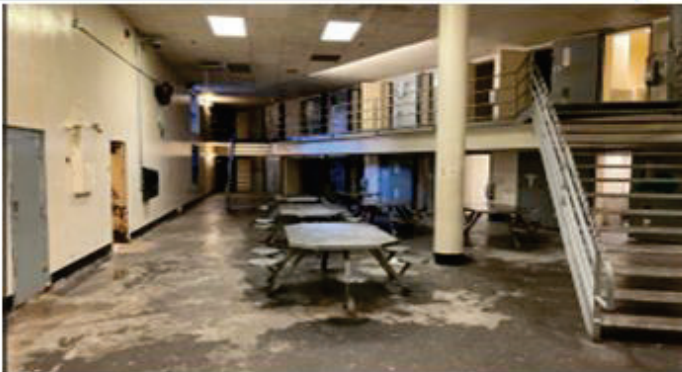


QUESTIONS



Jail Blitz Plan

Jail Maintenance Blitz



- **Overall Blitz Project Update**
 - 8 of 11 housing units completed = 73%
 - 7 North completed on May 2, 2025
 - Addressing 7 South as time permits
 - Current blitz area: **3 North**
 - Houses residents with physical and/or behavioral health needs
 - Bi-weekly clinical cleaning of 3 North , 3 South, and MOU
 - Projected completion: 6/23/2025
 - Next Blitz Unit: **3 South**
- Phase 1 blitz completion by **September 2025**

Jail Maintenance - Bed Availability

- Beds out of service due to active /scheduled repairs

Location	# of Beds
1 North	68
3 North (active blitz)	203
7 South	204
6 South Zone 200	32
6 South Zone 500	35
5 North	4
6 North	41
TOTAL	587

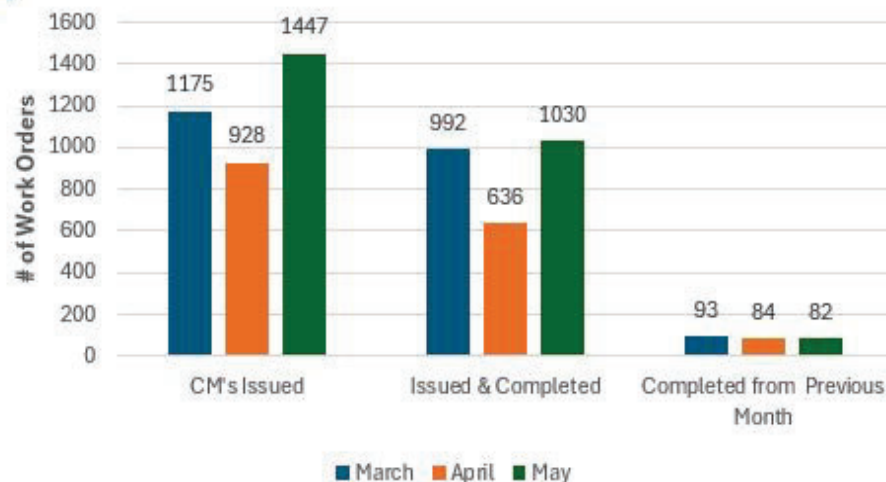


Jail Maintenance Overview

Thru 6/12/2025

- **Corrective Maintenance (May 2025)**
 - 1030 of 1,447 issued & completed: 71%
 - 82 May WO's completed in June = 77%
 - 1,287 CM's completed from 5/1 thru 6/12
- **Preventive Maintenance (May 2025)**
 - 302 of 331 PM's scheduled & completed: 91%
- **Total Open Work Orders = 1,223**
 - 5% increase – 1,167 at last report
 - Upcoming blitz areas: 593

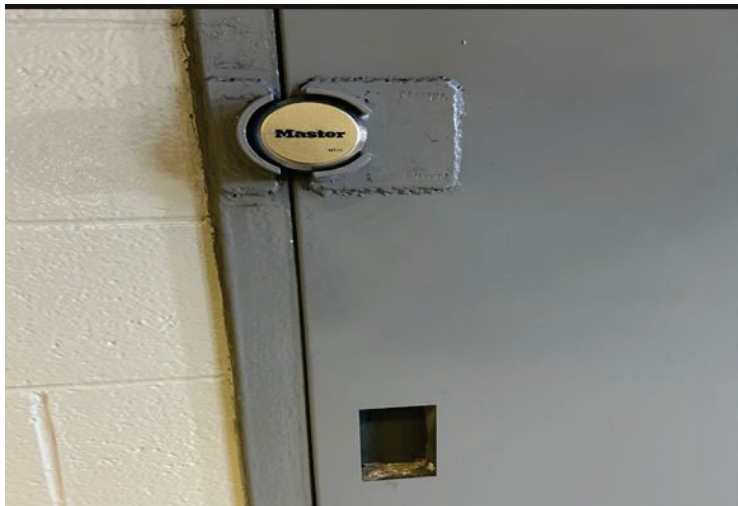
3 Month Overview



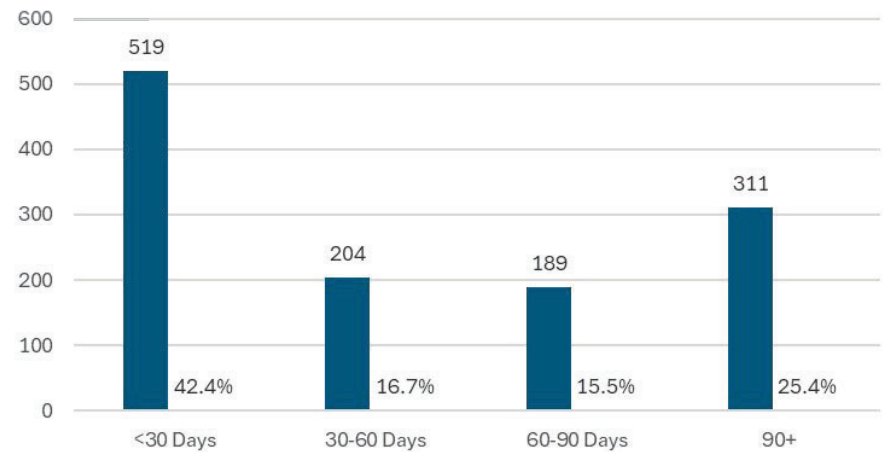
Jail Work Order Backlog

Thru 6/14/2025

- **519 open work orders are < 30 days**
 - **42%** of total # of open work orders
- **393 open work orders between 30 & 90 days**
 - **32%** of total # of open work orders
- **311 Work orders are > than 90 days**
 - **25%** of total # of open work orders



Work Order Back Log By Age



Immediate Repairs Update

BOC approved \$3.2M for several critical repairs/upgrades

DESCRIPTION	COST	STATUS
Fire Alarm Upgrade	\$723,865	Project began on 5/5/2025 with mid-August completion Projected completion: July 1, 2025. Only 3 panels remaining to be replaced.
Padded Cells @ South Annex	\$260,000	Completed on 1/17/2025.
Kitchen Equipment Replacement	\$212,302	Completed on 6/11/2025. All equipment installed and operational.
Laundry Equipment Replacement	\$346,657	HOLD: <i>Current equipment fully functional</i>
Elevator Modernization	\$1,652,000	Solicitation scheduled to be advertised Friday, June 20, 2025
TOTAL	\$3,194,824	



QUESTIONS



Library Services Follow-up Items

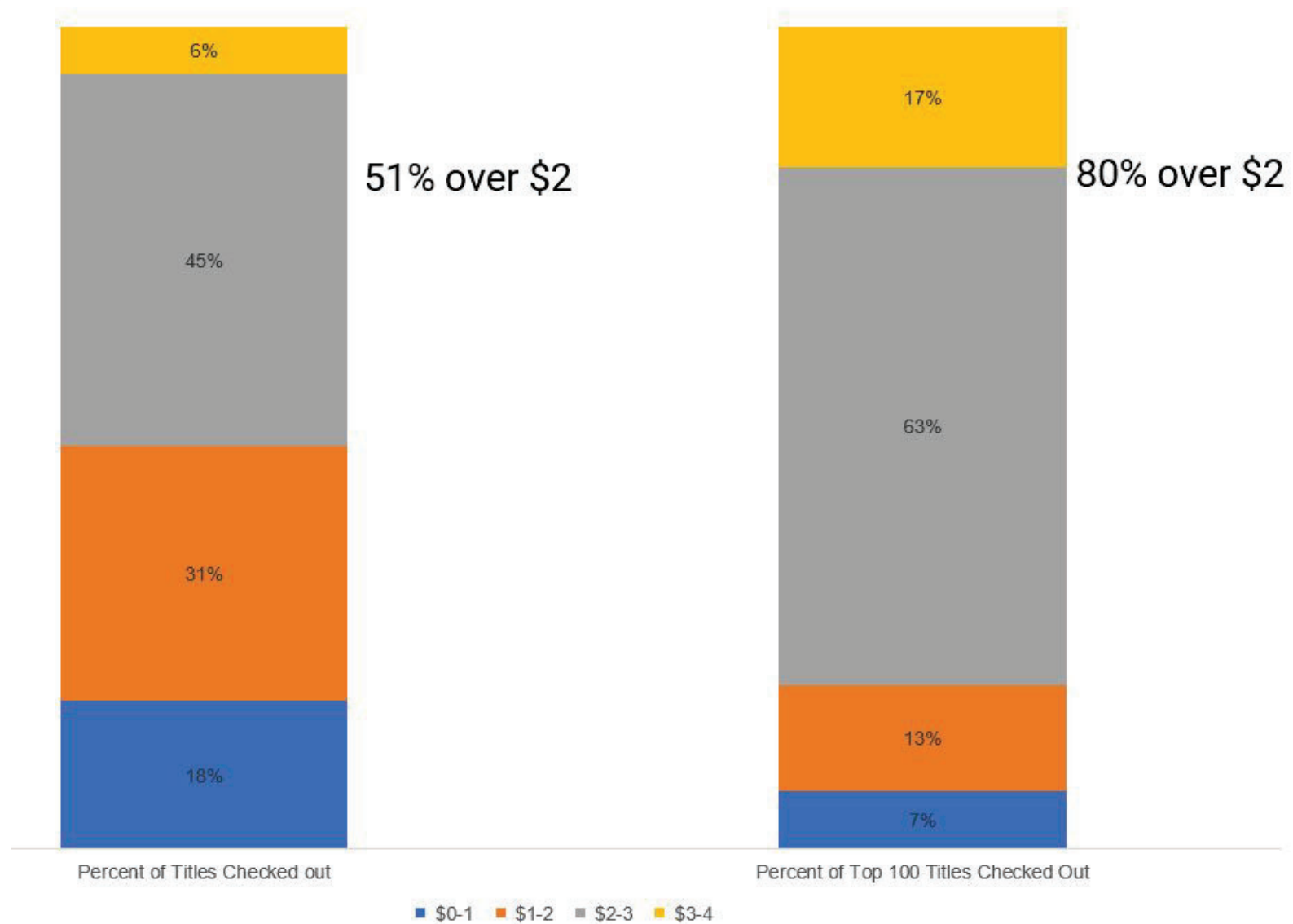
2025 Hoopla Scenarios

Scenario 1: Status Quo until Budget Exhausts	Scenario 2: Reduce Service to 5 Checkouts (Recommendation)	Scenario 3: Status Quo with Additional Funding
<ul style="list-style-type: none">• Budget used fully by July/August 2025• 10 checkouts• 25,000 cardholders use will stop until 2026	<ul style="list-style-type: none">• On 7/1 drop to 5 checkouts• Cost estimated to drop significantly• 25,000 cardholders continue to use	<ul style="list-style-type: none">• Will need an additional \$625k• Keeps 10 checkouts• Growth expected to continue in 2026

Hoopla FAQ Highlights

- Hoopla only allows the ability to decrease access in three ways, by monthly checkouts, by price tiers (with a minimum of \$1.99 per format), and by a monthly budget
- The library charges \$40/year for a non-resident card which is able to check out physical and eMaterials. We are looking into updating our non-resident fee structure and potentially creating a non-resident card that is just able to do eMaterials and one that is just physical materials.
- It would be possible to change the number of checkouts within a year, but we are concerned about changing access within a year due to difficulty in marketing and explaining to the public about the changing access.
- The library has negotiated with vendors to save money as well as canceled resources such as Collection HQ that were primarily used by staff. We are looking at other resources based upon usage.
- Full FAQs in Memo to the Board

Hoopla last 12 months: Checked Out Titles



Hoopla Price Point base Conclusions

- 80% of the Top 100 Titles Checked out are more than \$2
- 51% of the Total Titles Checked out are more than \$2
- Over 1.8 Million titles instantly available for download
- Large growth of this resource since first offered; costs the County just over \$2 per checkout on average; Over 133k titles checked out in last 12 months
- Recommendation is to drop monthly per patron checkouts from 10 to 5; Other cost-savings options are tiered based upon price of checkout and decrease total amount of titles available



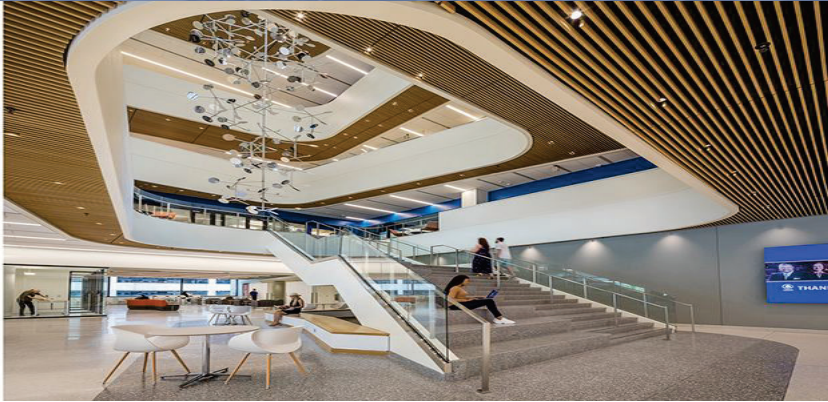
QUESTIONS



Status Update on Health and Human Services Facilities

CENTRAL LIBRARY MOVE PROJECT UPDATE

One Margaret Mitchel Square, Atlanta GA



UPDATE:

- Major construction of the 7th Floor for agencies: Behavioral Health, Senior Services, Ryan White, Community Development Arts nearing completion.

- Moving plan for agencies commenced on 5.23.25

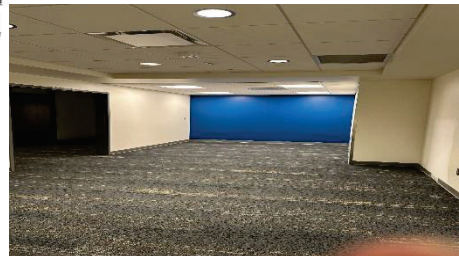
- Move schedule is determined by FF&E installation completion date.

SCHEDULE

- Substantial Completion – June 26, 2025
- Furniture Install – June 26 through July 25, 2025
- Move-in – July 26 through August 9, 2025



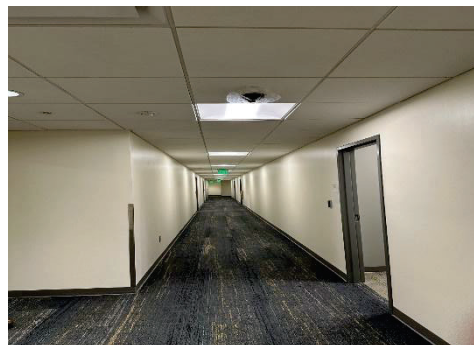
7th Fl. Plan Layout



Reception Area



Arts Conference Room



Main Corridor Ceiling

4700 NORTH POINT PARKWAY PROJECT STATUS UPDATE



- **Demolition completed, Slabs cut for plumbing install**
- **Waiting for permit approval then continuing with MEP under slab rough-in, preparing to install top track for walls**
- **95% Construction Documents to be issued on June 16, 2025**
- **Project Completion, 1st Quarter 2026**

SOUTH FULTON TRAINING CENTER

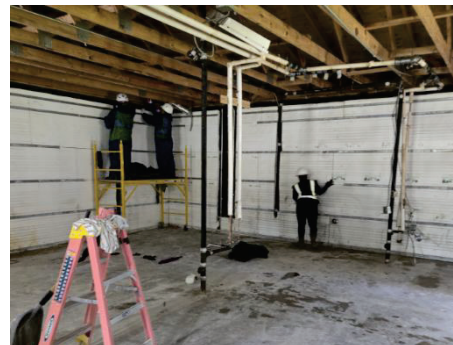
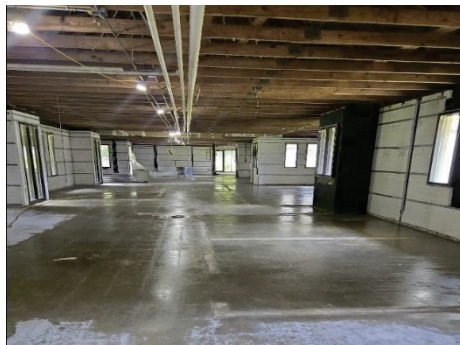
475 FAIRBURN RD. ATLANTA, GA



Building Plan Layout



Demolition Work



Mold Remediation Work

UPDATE:

- General construction demolition work started on 3.3.25
- Mold condition found on 5.01.25
 - Remediation work started 6.2.25 and in-progress.
 - Final air test completion is projected by 6/19/25

SCHEDULE

- Substantial Completion Date: 10/16/25
- Final Completion Date: 11/10/25
- Owner Move-In Date: 12/3/25

BHCC - NORTH

4700 NORTH POINT PARKWAY, ALPHARETTA, GA.



PROJECT UPDATE:

1. **Site investigation to determine Construction Feasibility. Confirmed & Completed.**
2. **Program and Conceptual Design addressing:
Site Developability, Location of Building and Size on Site, Conceptual Floor Plan and Estimated Cost (ROM) Completed.**
3. **Estimated Cost Analysis ongoing**

Next Step: Enhanced Schematic Development



QUESTIONS



Federal Funding Status

Federal Funding Updates

- The House Speaker has predicted that final passage of the One Big Beautiful Bill Act will take place by July 4
- Fulton County remains in communication with our delegation members and partners about possible impact to programs that receive federal funding





QUESTIONS



Finance and Purchasing



COVID 19 Reserve & ARPA Spend Update

ARPA Reporting

Fulton County Government American Rescue Plan Report as of 6/12/2025

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	4.8	0.49	-	In progress	Active
Infrastructure Modernization (141 Pryor)	31.6	Yes	Yes	24.7	6.90	-	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	6.20396	3.46	-	In progress	Active
IT Virtual Support - Cybersecurity Betterment	1.7	Yes	Yes	-	1.73	-	In progress	Active





Financial/Performance Measures Update

Monthly Financial Report

General Fund Expenditure Analysis 2024 vs 2025 -May

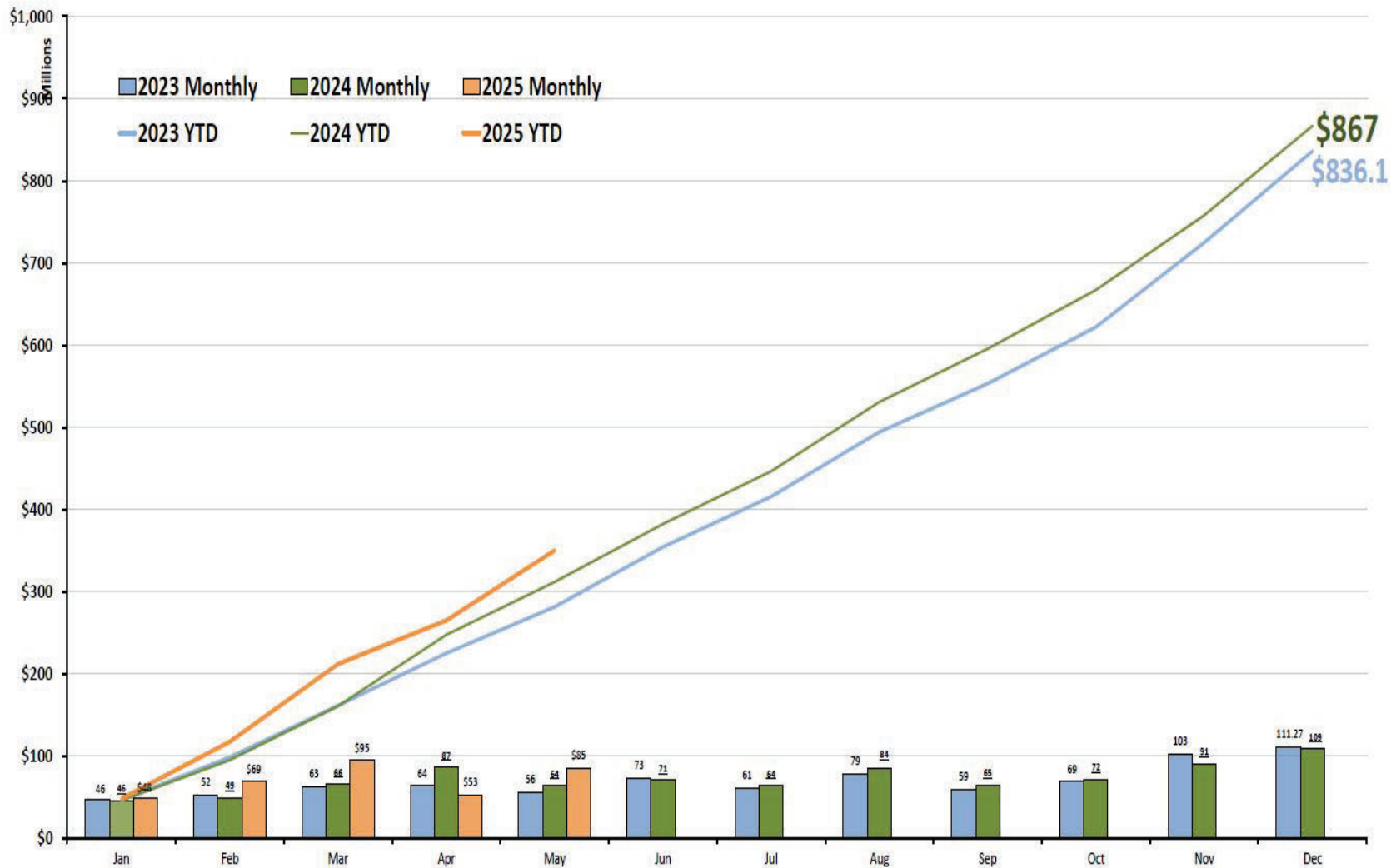
Department		2024			2025			(C/D)-(A/B)
		A	B	A/B	C	D	C/D	
		YTD 2024 Exp	2024 -Budget	%	YTD 2025 Exp	2025 Budget	%	
Arts & Culture	181	\$ 1,552,800	\$ 7,631,578	20%	\$ 1,521,531	\$ 6,090,899	25%	5%
Behavioral Health	755	\$ 4,222,730	\$ 18,607,401	23%	\$ 4,714,828	\$ 21,355,052	22%	-1%
Board of Health	750	\$ 4,573,991	\$ 11,150,587	41%	\$ 4,454,373	\$ 11,050,000	40%	-1%
Child Attorney	237	\$ 1,603,543	\$ 3,736,104	43%	\$ 1,735,254	\$ 3,930,086	44%	1%
Commission Districts	101	1,488,663	4,245,631	35%	\$ 1,945,810	\$ 5,065,339	38%	3%
Community Development	121	1,590,880	11,306,990	14%	\$ 1,732,252	\$ 10,405,955	17%	3%
County Attorney	235	1,689,998	5,069,994	33%	\$ 2,327,955	\$ 5,587,092	42%	8%
County Comm Clerk	110	627,910	1,354,894	46%	\$ 648,910	\$ 1,398,473	46%	0%
County Manager	118	1,472,668	4,058,114	36%	\$ 1,701,000	\$ 4,275,412	40%	3%
County Marshal	419	2,852,902	7,769,055	37%	\$ 3,497,682	\$ 8,128,058	43%	6%
District Attorney	480	14,393,146	36,646,261	39%	\$ 15,808,901	\$ 39,354,311	40%	1%
Diversity and Civil Rights	186	537,675	1,677,587	32%	\$ 570,819	\$ 1,675,883	34%	2%
DREAM	520	14,723,766	41,474,580	36%	\$ 18,595,616	\$ 45,649,766	41%	5%
Economic Development	120	374,718	1,410,872	27%	\$ 657,673	\$ 1,524,606	43%	17%
Emergency Management	335	499,873	1,561,655	32%	\$ 844,942	\$ 2,140,674	39%	7%
Emergency Services	333	1,990,449	3,418,235	58%	\$ 2,018,742	\$ 3,478,261	58%	0%
External Affairs	130	1,057,656	2,821,515	37%	\$ 1,144,746	\$ 2,985,602	38%	1%
Family & Children's Services	620	93,949	1,684,840	6%	\$ 436,466	\$ 1,684,840	26%	20%
Finance	210	2,665,147	7,916,858	34%	\$ 3,123,171	\$ 8,383,491	37%	4%
Grady Hospital	730	20,697,366	50,601,313	41%	\$ 21,625,131	\$ 51,535,540	42%	1%
HIV Elimination	270	36,507	139,459	26%	\$ 79,396	\$ 179,910	44%	18%
Human Resources	215	2,303,722	6,340,229	36%	\$ 2,391,150	\$ 6,270,385	38%	2%
Information Technology	220	12,953,033	38,309,838	34%	\$ 19,833,650	\$ 43,727,572	45%	12%
Juvenile Court	405	6,478,073	16,845,058	38%	\$ 8,097,692	\$ 18,150,397	45%	6%
Library	650	12,145,801	30,554,505	40%	\$ 13,092,070	\$ 31,557,685	41%	2%
Magistrate Court	422	2,094,599	4,645,677	45%	\$ 2,196,790	\$ 5,161,258	43%	-3%
Medical Examiner	340	2,507,243	6,608,673	38%	\$ 2,767,784	\$ 6,586,101	42%	4%
Non-Agency	999	50,186,381	234,670,617	21%	\$ 49,739,000	\$ 247,459,911	20%	-1%
Office of the County Auditor	119	579,514	1,410,358	41%	\$ 658,899	\$ 1,633,708	40%	-1%
Police	320	4,502,805	12,975,507	35%	\$ 5,747,855	\$ 14,047,164	41%	6%
Probate Court	410	2,034,534	5,683,601	36%	\$ 2,624,678	\$ 6,482,323	40%	5%
Public Defender	490	11,106,460	26,410,527	42%	\$ 12,547,982	\$ 27,547,416	46%	3%
Public Works	540	166,667	500,000	33%	\$ 208,333	\$ 500,000	42%	8%
Purchasing	230	1,681,940	4,871,926	35%	\$ 1,988,920	\$ 5,130,323	39%	4%
Regis & Elect	265	9,984,684	39,181,842	25%	\$ 3,210,079	\$ 22,408,078	14%	-11%
Senior Services	183	9,707,035	28,408,575	34%	\$ 11,053,119	\$ 30,286,934	36%	2%
Sheriff	330	56,307,269	146,384,724	38%	\$ 68,751,798	\$ 153,787,661	45%	6%
State Court-All Judges	421	2,637,871	6,900,659	38%	\$ 2,904,055	\$ 7,181,411	40%	2%
State Court-General	420	3,230,432	8,700,422	37%	\$ 3,818,497	\$ 9,232,810	41%	4%
State Court-Solicitor	400	4,871,393	13,040,495	37%	\$ 5,520,975	\$ 13,209,975	42%	4%
Superior Court-All judges	451	4,086,511	9,824,079	42%	\$ 4,474,429	\$ 10,278,927	44%	2%
Superior Court-Clerk	470	9,248,173	21,942,346	42%	\$ 10,349,299	\$ 23,526,563	44%	2%
Superior Court-General	450	9,422,423	24,420,117	39%	\$ 11,226,117	\$ 26,804,150	42%	3%
Tax Assessor	240	7,189,244	21,943,164	33%	\$ 9,104,318	\$ 23,022,579	40%	7%
Tax Commissioner	245	7,648,602	19,253,694	40%	\$ 8,597,751	\$ 19,900,404	43%	3%
Grand Total		\$ 311,820,744	\$ 954,110,157	33%	\$ 350,090,439	\$ 989,772,985	35%	2.7%

C/D Color Legend
42% of the Year (May)



Monthly Financial Report

Monthly and Cumulative Expenditures for
the General Fund 2023 2024 and 2025



Monthly Financial Report

General Fund Summary

Personnel Vacancy Analysis 2025 -May - Full Time Permanent Positions

			Personnel Count and Vacancies / Full Time Permanent												
			2025												
Department	FY25 YTD Expense	FY25 Budget	Perm. Pos.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Commission Districts	1,785,188	4,385,976	27	8	3	3	3	4							
County Comm Clerk	462,641	1,046,810	8	1	0	0	0	0							
County Manager	1,660,882	3,587,354	20	0	0	0	0	0							
County Auditor	612,816	1,493,541	9	0	0	1	1	1							
Community Development	1,288,224	2,949,939	23	4	1	1	1	1							
External Affairs	936,893	2,305,749	19	2	3	3	3	3							
Arts & Culture	1,358,082	3,060,530	29	1	1	0	0	0							
Senior Services	4,367,414	10,247,200	113	8	5	4	5	5							
Diversity and Civil Rights	506,995	1,361,507	13	1	3	3	3	3							
Finance	2,946,322	7,144,034	60	5	5	6	7	9							
Human Resources	2,149,545	5,041,540	44	3	3	4	4	4							
IT	7,133,961	17,618,319	123	21	22	22	21	21							
Purchasing	1,889,079	4,269,281	37	3	4	4	3	2							
Child Attorney	1,691,203	3,753,135	23	1	1	1	1	0							
Tax Assessor	7,367,632	17,443,545	190	15	20	18	19	19							
Tax Commissioner	7,324,055	16,249,118	190	6	4	5	6	9							
Regis & Elect	1,912,367	5,324,370	41	5	3	4	2	2							
HIV Elimination	78,603	171,910	1	0	0	0	0	0							
Police	3,038,565	6,647,881	68	7	7	6	5	6							
Sheriff	41,328,260	95,008,558	951	152	140	127	128	116							
Emergency Services	708,927	1,538,801	15	0	0	1	1	2							
Emergency Management	590,655	1,376,464	9	0	0	0	0	0							
Medical Examiner	2,530,053	5,595,976	44	2	2	3	3	2							
State Court-Solicitor	5,306,469	12,305,094	104	11	14	15	7	8							
Juvenile Court	7,459,648	16,340,920	160	18	15	15	13	11							
Probate Court	2,383,004	5,710,619	53	2	3	4	5	6							
County Marshal	3,206,584	7,301,842	73	5	5	6	4	4							
State Court-General	3,256,031	7,806,658	66	3	4	4	5	4							
State Court-All Judges	2,841,776	6,791,504	40	2	2	3	3	1							
Magistrate Court	2,108,518	4,643,854	20	0	1	1	1	1							
Superior Court-General	9,155,418	21,267,842	205	12	12	13	16	21							
Superior Court-Alljudges	4,287,897	9,540,772	80	1	1	0	0	0							
Superior Court-Clerk	8,732,489	20,263,412	208	20	23	22	22	20							
District Attorney	14,589,173	33,676,635	264	21	24	17	15	17							
Public Defender	11,326,412	25,286,048	162	6	5	5	7	3							
DREAM	6,485,501	16,226,412	180	23	27	26	28	26							
Library	10,622,735	25,036,510	295	40	40	29	32	34							
Behavioral Health	1,494,674	3,950,131	54	17	21	22	18	18							
Non-Agency	27,721,038	70,370,993	0	0	0	0	0	0							
Economic Development	482,748	1,096,712	6	0	0	0	0	0							
Grand Total	\$ 215,128,477	\$ 505,237,495	4027	426	424	398	392	383							

*Vacant positions in the County's HR system as of 6/2/2025. 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 5/12/2025 – 6/6/2025

Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Amount
5/20/2025	Emergency contract for decedent transport services for the Medical Examiner's Office due to contractor performance issues	Medical Examiner's Office	First Call Removal Services	\$95,000.00
5/29/2025	To conduct a comprehensive validation and update of the staffing analysis for the FC Sheriff's Office	County Manager	CGL Management Group, LLC	\$267,540.00

County Manager Contract Approvals Less Than \$100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	AMOUNT
5/16/2025	NOBLE TRUTH PROJECT, INC.	Juvenile Intervention and Prevention Wrap Around Services	Juvenile Court	\$19,985.00
5/20/2025	EQUIPARTS CORP	Plumbing Supplies and Related Items	DREAM	\$10,000.00
6/8/2025	BENCON ENTERPRISES, INC. DBA SUPERIOR WATER SERVICES	HVAC Water Treatment Services	Public Works	\$70,000.00



QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0466

Meeting Date: 6/18/2025

Department

Finance

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

Request approval of a Resolution setting proposed 2025 Millage Rates for the General Fund at X.XX mills in accordance with O.C.G.A. § 48-5-32.1(A)(9); authorizing advertisement of the proposed General Fund millage rate along with the five-year millage rate history and advertisement of the dates for the required public hearings; authorizing the Chairman of the Board of Commissioners to sign the Pending Appeals - For Properties Other Than Public Utilities for Tax Year 2025 to allow the Digest to be submitted to the State Department of Revenue; and Authorizing the County Attorney to petition the Superior Court of Fulton County for an order authorizing the immediate and temporary collection of 2025 taxes pursuant to O.C.G.A. § 48-5-310, if it becomes necessary.

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

O.C.G.A. § 36-81-5; O.C.G.A. § 48-5-32; O.C.G.A. § 48-5-32-1 and O.C.G.A. § 48-5-310

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: Finance Department recommends approval of the Resolution to begin the 2025 property tax billing process:

- (1) Authorizing advertisement of the 2025 proposed millage rate for the General fund at a “to be determined” rate, with the final adopted rate to be determined later by the Board of Commissioners. The 2025 property tax digest is almost complete, but values not finalized as of the date of this agenda item submission. It is expected final values will be available and a recommended 2025 General fund millage rate will be forwarded to the Board for the June 18, 2025 meeting for discussion.
- (2) Authorizing the Director of Finance to advertise the five-year millage rate history (General fund only), including required notice of the date for the required public hearing. Also approves additional public hearing dates, which may be necessary for adoption of a millage rate in excess of the calculated rollback rate. We recommend the public hearings(s) be held in Assembly Hall and via the Fulton County website at www.fultoncountygga.gov <<http://www.fultoncountygga.gov>>, or can be accessed via Zoom (web address later determined).
- (3) Authorizing the Chairman of the Board of Commissioners to sign the Pending Appeals-For Properties Other Than Public Utilities for Tax Year 2025 form to allow the Digest to be submitted to the State of Georgia Department of Revenue.
- (4) Authorizing the petitioning of Superior Court of Fulton County for an order authorizing the immediate and temporary collection of 2025 taxes pursuant to O.C.G.A. § 48-5-310, if it becomes necessary. This action will allow the Finance Director to advertise the 5-year millage rate history based on estimates received from the Tax Commissioner. The Board will approve a final adopted millage rate, following the required public hearing(s).

Should a higher than rollback rate be anticipated, this would require and would authorize scheduling two additional public hearings prior to adoption of the final 2025 General fund millage rate. This also authorizes, if necessary, the approval to obtain a temporary collection order for collecting 2025 taxes should tax appeals exceed the thresholds for parcel count and value in appeal or could not be approved by the Revenue Commissioner, or other instances where the Digest may not be approved or enforceable or collectable.

Community Impact:

Department Recommendation: Recommend approval to begin the legally required millage rate setting process.

Project Implications: Ensure the millage rate setting and tax billing timeline not encounter any delays.

Community Issues/Concerns:

Department Issues/Concerns:

1 **RESOLUTION SETTING PROPOSED 2025 MILLAGE RATES FOR THE**
2 **GENERAL FUND AT X.XX MILLS IN ACCORDANCE WITH O.C.G.A. § 48-5-**
3 **32.1(A)(9); AUTHORIZING ADVERTISEMENT OF THE PROPOSED**
4 **GENERAL FUND MILLAGE RATE OF X.XX MILLS ALONG WITH THE FIVE-**
5 **YEAR MILLAGE RATE HISTORY AND ADVERTISEMENT OF THE DATES**
6 **FOR THE REQUIRED PUBLIC HEARINGS; AUTHORIZING THE CHAIRMAN**
7 **OF THE BOARD OF COMMISSIONERS TO SIGN THE PENDING APPEALS -**
8 **FOR PROPERTIES OTHER THAN PUBLIC UTILITIES FOR THE TAX YEAR**
9 **2025 TO ALLOW THE DIGEST TO BE SUBMITTED TO THE STATE**
10 **DEPARTMENT OF REVENUE; AND AUTHORIZING THE COUNTY**
11 **ATTORNEY TO PETITION THE SUPERIOR COURT OF FULTON COUNTY**
12 **FOR AN ORDER AUTHORIZING THE IMMEDIATE AND TEMPORARY**
13 **COLLECTION OF 2025 TAXES PURSUANT TO O.C.G.A. § 48-5-310, IF IT**
14 **BECOMES NECESSARY.**

15
16 **WHEREAS**, the Board of Commissioners of Fulton County, Georgia
17 ("Board of Commissioners") has determined that it is in the best interest of the
18 citizens of Fulton County to have the 2025 millage rate set at the proper time,
19 utilizing the methods prescribed by law; and

20 **WHEREAS**, the County Manager has recommended that the proposed
21 millage rate should be set at a millage rate to be determined upon receipt of the
22 digest information and forwarded to the Board.

23 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners
24 that the 2025 proposed millage rate for the General Fund, shall be set at the rate
25 of X.XX mills to be approved at a future date, as defined by O.C.G.A. § 48-5-
26 32.1(a)(9).

27 **BE IT FURTHER RESOLVED** that the Board of Commissioners hereby
28 approves the advertisement of the proposed general fund millage rate of X.XX
29 mills, the five-year millage rate history, and the advertisement of the required
30 public hearing, pursuant to O.C.G.A. §§ 48-5-32(b) and 48-5-32.1(c).

31 **BE IT FURTHER RESOLVED** that the Board of Commissioners

1 authorizes the Chairman to sign the "Pending Appeals - for Properties Other
2 Than Public Utilities for Tax Year 2025" certification form, as required by
3 O.C.G.A. § 48-5-304.

4 **BE IT FURTHER RESOLVED** that pursuant to O.C.G.A. § 48-5-310 the
5 County Attorney has authorization to petition the Superior Court of Fulton County
6 for an order authorizing the immediate and temporary collection of 2025 taxes, if
7 it becomes necessary.

8 **BE IT FURTHER RESOLVED** that pursuant to O.C.G.A. § 48-5-32 the
9 actual millage rate will be approved at a later date, after required public hearings.

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

13 **SO PASSED AND ADOPTED**, this _____ day of _____, 2025

14

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FULTON COUNTY BOARD OF COMMISSIONERS

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Robert L. Pitts, Chairman

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ATTEST:

APPROVED AS TO FORM:

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28

Tonya Grier

29

Clerk to the Commission

30

31

Soo Jo

County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0467

Meeting Date: 6/18/2025

Department

Finance

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

Presentation, review, and approval of June 18, 2025, Budget Soundings and Resolution.

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

BOC assessment and approval of budget soundings request is required by the County's budget resolution approved by the BOC.

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

The June 18, 2025 Soundings request is submitted for your review and approval. Below is a brief summary of each request and the related justification.

GENERAL FUND

Strategic Priority Area: Open and responsible government

- **Transfer funds from the Non-Agency Department budget to the County Manager budget in support of the appointment of the Correctional Operations Technical Advisor time-**

limited position for FY2025 - (Page 3)

The County Manager requests approval to transfer \$38,772 in funding from the Non-Agency Inmate Services Unit to the County Manager's budget to support a time-limited position titled Correctional Operations Technical Advisor. The position will be effective from May 21, 2025, through December 16, 2025. The appointee will provide technical advisory services in support of Fulton County's initial response to the U.S. Department of Justice Consent Decree concerning the Fulton County Jail. No additional funding beyond the requested \$38,772 is required for FY2025.

Transfer amount from Non-Agency General Fund - \$38,772.

- **Modify the 2025 Annual Hardware and Software Maintenance and Support List with an increase in spending authority - (Page 4)**

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2025 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

Annual Hardware and Software Maintenance and Support List - 2025								
Type	Vendor Name	Product Name	Description	User Agency	2025 Expenditure	Add'l Amount	Funding Source	Comments
Software	Security 101	Security 101	Software maintenance and support	Tax Assessor	\$ 2,990	\$ 1,500	Tax Assessor	Increase spending authority to 4,490
Software	Georgia Multiple Listing	GAMLS	Online Data Access	Tax Assessor	\$ 8,000	\$ 1,400	Tax Assessor	Increase spending authority to 9,400

Fiscal Impact / Funding Source**Funding Line 1:**

Various funding sources identified in soundings document



JUNE BUDGET SOUNDINGS

June 18, 2025

Presented

to the

Board of Commissioners

by the

Finance Department

FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
June 18, 2025 Sounding

GENERAL FUND:

JUNE 18, 2025 SOUNDINGS:

025 SOUNDINGS:	Contingency Actions	Non-Agency Actions
Beginning Contingency as of January 1, 2025:	\$ 1,000,000	\$ -
Less March Soundings 3/19/25 [Special]	\$ -	\$ -
Less April Soundings: 4/2/25	\$ -	\$ -
Less April Soundings: 4/16/25	\$ -	\$ -
Less May Soundings: 5/7/25	\$ -	\$ -
Less May Soundings: 5/21/25	\$ -	\$ -
Less June Soundings: 6/4/25	\$ -	\$ -
Less June Soundings: 6/18/25	\$ -	\$ (38,772)
Less July Soundings: 7/9/25	\$ -	\$ -
Less August Soundings: 8/6/25	\$ -	\$ -
Less August Soundings: 8/20/25	\$ -	\$ -
Less September Soundings: 9/3/25	\$ -	\$ -
Less September Soundings: 9/17/25	\$ -	\$ -
Less October Soundings: 10/1/25	\$ -	\$ -
Less October Soundings: 10/15/25	\$ -	\$ -
Ending Contingency Balance:	\$ 1,000,000	\$ (38,772)

Page #	Department Name & Agency Number	Amount	Amount
3	Non-Agency		\$ 38,772
3	County Manager		\$ 38,772
	Item 25-0300 - approved by BOC Accountability Court Consolidation Position and Corresponding Funding Transfer - April 16th		
	Magistrate Court - 422		-\$62,844
	State Court - 420		-\$277,087
	Superior Court - 450		\$339,932
	Item 25-0346 - approved by BOC Transfer Funds from Non Agency to DBHDD for Diversion Center Support - May 7th		
	Non-Agency - Dept 999		-\$1,700,000
	Behavioral Health - Dept 755		\$1,700,000
	Total Request from Contingency	\$0	\$0
	Total Fund Impact	\$0	\$0

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:

Transfer funds from the Non-Agency Department budget to the County Manager budget in support of the appointment of the Correctional Operations Technical Advisor time-limited position for FY25.

<u>Department</u>	<u>Funding Line</u>	<u>Funding Line Name</u>	Increase	Decrease
County Manager	100-118-S700-XXXX	Various Funding Lines	\$ 38,772	
Non-Agency (Contingency)	100-999-3309-1900	Contingency		\$ 38,772

Purpose (Justification):

The Correctional Operations Technical Advisor in the Office of the County Manager, is a time-limited position with an effective date of May 21, 2025, through December 16, 2025, The appointee in this position will provide technical advisory services in support of Fulton County's initial response to the U.S. Department of Justice Consent Decree related to the Fulton County Jail. This role will report directly to the County Manager and serve as a key member of the Strategy and Performance Management Office, working in close coordination with the Assistant Chief Strategy Officer. The FY25 funding required for the Correctional Operations Technical Advisor is 38,772 and is being requested from Non-Agency Inmate Services Unit. No additional funding is requested beyond the 38,772 for FY25.

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:

Modify the 2025 Annual Hardware and Software Maintenance and Support List with a spending authority increase

Annual Hardware and Software Maintenance and Support List - 2025								
Type	Vendor Name	Product Name	Description	User Agency	2025 Expenditure	Add'l Amount	Funding Source	Comments
Software	Security 101	Security 101	Software maintenance and support	Tax Assessor	\$ 2,990	\$ 1,500	Tax Assessor	Increase spending authority to 4,490
Software	Georgia Multiple Listing	GAMLS	Online Data Access	Tax Assessor	\$ 8,000	\$ 1,400	Tax Assessor	Increase spending authority to 9,400

Purpose (Justification)

The following item was vetted and approved by the Purchasing Department.

The Tax Assessor's department requests BOC approval for an increase in the Annual Hardware and Software Maintenance List (AML) number 402, Security 101. The current spending authority is \$2,990. The desired spending authority is \$4,490 due to equipment replacement cost that exceeded the annual contract amount for FY2025. The increase in spending authority will not require a request for additional funding to be added to the Tax Assessor's FY2025 budget.

The Tax Assessor's department requests BOC approval for an increase in the Annual Hardware and Software Maintenance List (AML) number 407, Georgia Multiple Listing Service (GAMLS). The current spending authority is \$8,000. The desired spending authority is \$9,400 to cover the increase in subscription licensing for FY2025. The increase in spending authority will not require a request for additional funding to be added to the Tax Assessor's FY2025 budget.

1 **RESOLUTION BY THE FULTON COUNTY BOARD OF**
2 **COMMISSIONERS TO AMEND FULTON COUNTY’S CURRENT BUDGET ON**
3 **JUNE 18, 2025, TO MODIFY DEPARTMENTAL BUDGETS; AND FOR OTHER**
4 **PURPOSES**
5
6

7 **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties have the authority
8 to adopt an ordinance to establish their own fiscal year and budget preparation
9 process; and

10 **WHEREAS**, the Board of Commissioners of Fulton County has determined
11 that it is in the best interest of the County to have a streamlined budget preparation
12 process that provides the necessary legal requirements and removes previous
13 time consuming and burdensome practices; and

14 **WHEREAS**, O.C.G.A. § 36-81-3 provides that a county may amend its
15 budget to adapt to changing governmental needs during the budget period; and

16 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be
17 made as follows:

18 (1) Any increase in appropriation at the legal level of control of the local
19 government, whether accomplished through a change in anticipated revenues in
20 any fund or through a transfer of appropriations among departments, shall require
21 the approval of the governing authority. Such amendment shall be adopted by
22 ordinance or resolution, and the basis for the funding decision does not negate or
23 create personnel policy or procedure;

24 (2) Transfers of appropriations within any fund below the local government's
25 legal level of control shall require only the approval of the budget officer; and

26 (3) The governing authority of a local government may amend the legal level

1 of control to establish a more detailed level of budgetary control at any time during
2 the budget period. Said amendment shall be adopted by ordinance or resolution;
3 and

4 **WHEREAS**, the legal level of control for Fulton County is the departmental
5 level.

6 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of
7 Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d), the current
8 budget is hereby amended by approval of the attached departmental budget
9 modifications.

10 **BE IT FURTHER RESOLVED THAT** all resolutions or parts thereof in
11 conflict herewith are hereby repealed.

12 **SO PASSED AND ADOPTED**, this 18th day of June, 2025.

13
14 **FULTON COUNTY BOARD OF COMMISSIONERS**

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16
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19 _____
20 Robert L. Pitts, Chairman

21
22
23 ATTEST: APPROVED AS TO FORM:

24
25
26 _____
27 Tonya Grier Y. Soo Jo
28 Clerk to the Commission County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0468

Meeting Date: 6/18/2025

Department

Registration & Elections

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

Request approval of a statewide contract - Registration and Elections, SWC# 99999-001-SPD0000136, Temporary Staffing Services - Clerical & Light in an amount not to exceed \$5,824,388.00 with Abacus Corporation (Morrow, GA) to provide temporary staffing services for 2025 Public Service Commission Primary & Municipal Primary Runoff & Public Service Commission General & Municipal General Election and Runoff Elections. Effective upon execution of contract through December 31, 2025.

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

In accordance with Purchasing Code Section 102-462, requests for approval of state contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

- | | |
|---------------|-------------------------------------|
| All Districts | <input checked="" type="checkbox"/> |
| District 1 | <input type="checkbox"/> |
| District 2 | <input type="checkbox"/> |
| District 3 | <input type="checkbox"/> |
| District 4 | <input type="checkbox"/> |
| District 5 | <input type="checkbox"/> |
| District 6 | <input type="checkbox"/> |

Is this a purchasing item?

Yes

Summary & Background: To provide temporary staffing services for the temporary staffing services for the Public Service Commission Primary & Municipal Primary Runoff & Public Service Commission General & Municipal General Election and Runoff Elections.

Scope of Work: The statewide contract will provide supplemental staffing services to prepare and conduct the above-mentioned scheduled elections. To successfully conduct a county-wide election, the Registration and Elections Department needs to hire approximately 344 to 351 workers. The

County is not equipped to manage that workload of recruiting and hiring the mass amount. Thus, it is essential to contract these services to a professional recruitment vendor, to meet the necessary volume of staff for each election. The Department of Registration and Elections recommends approval of statewide contract to provide temporary staffing services for the Public Service Commission Primary & Municipal Primary Runoff & Public Service Commission General & Municipal General Election and Runoff Elections.

Increased Contract Amount

Abacus Original Bid amount for the remaining three (3) election cycles is \$5,319,998.43, however, the Department is requesting a contract amount not to exceed \$5,824,388.00, a net increase of \$504,389.57 with most of the additional expense occurring in the November 2025 election.

The pay rates for all staffing positions remain unchanged, while the number of staff will be increased. This adjustment is in response to requests from municipalities to add additional advance voting locations, for which the County will be reimbursed. Also, due to the anticipated races on the upcoming ballot, we expect a higher voter turnout and have adjusted staffing levels accordingly.

Cost & Staffing: Number of workers

Election period	Number of staff	Original Bid Amount	Revised Number of staff	Revised Amount	Difference
July 2025 election:	345	\$1,156,704.93	324	\$1,181,062.00	\$24,357.07
November 2025 election:	351	\$3,038,985.33	421	\$3,549,373.00	\$510,387.67
December 2025 election:	344	\$1,124,308.17	332	\$1,093,953.00	\$(30,355.17)
TOTAL		\$5,319,998.43		\$5,824,388.00	\$504,389.57

Community Impact: It will have a negative effect on the community, if the voter registration and elections' process is not handled efficiently due to shortage of staff for all areas needed to conduct a countywide election.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: The approval of statewide contract to provide temporary staffing services will ensure the Department to follow state election laws.

Community Issues/Concerns: Early Voting and Election Day poll locations may not properly staff.

Department Issues/Concerns: Supplemental staff will assist with preparation and conduct of all elections. If the statewide contract is not approved, the Department may not be able to meet state mandated deadlines.

Contract Modification: New Procurement

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

Click or tap here to enter text.

Exhibits Attached:

Exhibit 1A: Abacus Award Amount
Exhibit 1B: Revised Contract Amount
Exhibit 1C: Original Bid Tabulation
Exhibit 2: Abacus Statewide Contract

Contact Information:

Nadine Williams, Director, Registration and Elections, 404-612-3130

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$5,824,388.00
TOTAL:	\$5,824,388.00

Grant Information Summary

Amount Requested:	<input type="checkbox"/>	Cash
Match Required:	<input type="checkbox"/>	In-Kind

Agenda Item No.: 25-0468

Meeting Date: 6/18/2025

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2655-1160: Elections, Registration & Elections, Professional Services - \$1,181,062.00

Funding Line 2:

100-265-2653-1160: Elections, Registration & Elections, Professional Services - \$3,549,373.00

Funding Line 3:

100-265-2658-1160: Elections, Registration & Elections, Professional Services - \$1,093,953.00

Key Contract Terms	
Start Date: 7/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: N/A

Abacus Corporation
SUMMARY ALL 2025

Abacus Original Bid Totals				
Election Cycle	Abacus Bid Total Billing	2025 Mark up Rate		
Jun-25	\$ 2,537,035.32	27%	Non-couriers mark up Couriers higher mark up- same as PV's	Services for June Election BOC approved: Item no. 25-0197 03/19/2025
Jul-25	\$ 1,156,704.93	37%		
Nov-25	\$ 3,038,985.33			
Dec-25	\$ 1,124,308.17			
	\$ 7,857,033.75			

Revised Temp budget with recent changes: MAY 7, 2025
using Abacus mark up rates & changes we made

Election Cycle		Total Revised Amount	Abacus Original Bid Totals		Difference
Election Cycle			Election Cycle	Total Original Bid amount	Difference
Jul-25	\$	1,181,062.00	* July 2025	\$ 1,156,704.93	\$ 24,357.07
Nov-25	\$	3,549,373.00	** Nov 2025	\$ 3,038,985.33	\$ 510,387.67
Dec-25	\$	1,093,953.00	Dec 2025	\$ 1,124,308.17	\$ (30,355.17)
	\$	5,824,388.00		\$ 5,319,998.43	\$ 504,389.57
					Increased costs

* Note: The JULY increase was 1 additional week for the Supplies & Logistics temps provided per Equipment Manager

** Note: The NOV increase is the AV sites increased per city's requests which increased total AV temps & we increased NOV AV clerks to 5.9 avg per site--- instead of 3 AV clerks in original bid file.

PSC/ MUNICIPAL Primary Run-off -- JULY 15, 2025 ELECTION DAY

TEMP STAFF WORK DATES: July

100-265-2655-1160

SUMMARY	Total Amount
JULY	\$ 1,181,062
NOV	\$ 3,549,373
DEC	\$ 1,093,953
TOTAL	\$ 5,824,388

TEMPORARY STAFFING	#	PAY Rate	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs
Election Coordinators & Assistants - TEMP							
Election Regional Coordinator 1	3	\$ 18.50	\$ 23.51	\$ 35.27	184	30	\$ 16,153.77 7/1-7/31
Election Regional Coordinator 2	7	\$ 21.00	\$ 26.69	\$ 40.04	184	30	\$ 42,785.67 7/1-7/31
Election Regional Coordinator 2-LEAD	1	\$ 24.00	\$ 30.50	\$ 45.75	184	30	\$ 6,985.24 7/1-7/31
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	184	30	\$ 5,821.18 7/1-7/31
Instructors	2	\$ 30.60	\$ 38.89	\$ 58.34	24	0	\$ 1,866.84
Class Assistants	2	\$ 16.00	\$ 20.34	\$ 30.51	24	0	\$ 976.13
VOTER EDUCATION / ADMIN - TEMP							
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	160	20	\$ 4,829.80 7/1-7/25
Voter Education Officers	2	\$ 21.00	\$ 26.69	\$ 40.04	184	50	\$ 13,825.94 7/1-7/31
Community Engagement Mobile Outreach Vehicle							
Drivers	3	\$ 26.00	\$ 35.62	\$ 53.43	80	20	\$ 11,754.60
SUPPLIES & LOGISTICS - TEMP							
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	184	40	\$ 6,202.48 7/1-7/31
Courier- Fleet Coordinator	5	\$ 21.60	\$ 29.59	\$ 44.30	160	40	\$ 32,551.20 7/1-7/25
Couriers	50	\$ 19.00	\$ 26.03	\$ 39.05	160	40	\$ 286,330.00 7/1-7/25
AB Drop Box / Supply Couriers	9	\$ 17.00	\$ 23.29	\$ 34.94	160	20	\$ 35,400.80 7/1-7/25
Reconciliation	16	\$ 17.00	\$ 21.61	\$ 32.42	160	20	\$ 65,688.32 7/1-7/25
INFORMATION TECHNOLOGY - TEMPS							
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	184	50	\$ 6,583.78 7/1-7/31
IT System Specialists- LEAD	3	\$ 23.00	\$ 29.23	\$ 43.85	184	50	\$ 22,714.04 7/1-7/31
IT System Specialists	13	\$ 22.00	\$ 27.96	\$ 41.94	184	50	\$ 94,148.05 7/1-7/31
Technicians- AV & ED	10	\$ 22.00	\$ 27.96	\$ 41.94	80	40	\$ 39,146.80 7/3-7/16
REGISTRATION - TEMP							
Front Office Specialists	4	\$ 18.00	\$ 22.88	\$ 34.32	144	40	\$ 18,668.45
Call Center	10	\$ 17.00	\$ 21.61	\$ 32.42	88	30	\$ 28,740.16
Data Entry Clerk	5	\$ 18.00	\$ 22.88	\$ 34.32	88	30	\$ 15,213.87
Courier- Mail Room	1	\$ 19.00	\$ 26.03	\$ 39.05	144	40	\$ 5,310.12
Quality Control	3	\$ 18.00	\$ 22.88	\$ 34.32	88	30	\$ 9,128.32
ABSENTEE - TEMP							
Absentee Specialist	8	\$ 19.00	\$ 24.15	\$ 36.23	144	40	\$ 39,413.25
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	144	40	\$ 5,185.68
Courier - Fleet Coordinator Mail Room	2	\$ 21.60	\$ 29.59	\$ 44.30	144	40	\$ 12,073.54
ADVANCE VOTING LOCATIONS - TEMP							
Advance Voting Trainer	6	\$ 25.00	\$ 31.77	\$ 47.66	160	40	\$ 41,938.20
Advance Voting Compliance Officers	4	\$ 20.00	\$ 25.42	\$ 38.13	64	24	\$ 10,168.00
AV Trainers & AV Compliance Gas stipends	10	\$ 50.00	\$ 50.00				\$ 1,500.00
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	64	24	\$ 2,542.00
Advance Voting Regional Coordinator 2-LEAD	1	\$ 24.00	\$ 30.50	\$ 45.76	160	40	\$ 6,710.88
Advance Voting Regional Coordinator 2	4	\$ 21.00	\$ 26.69	\$ 40.04	160	40	\$ 23,488.08
Advance Voting - Manager	18	\$ 23.00	\$ 29.23	\$ 43.85	64	24	\$ 52,619.40
Advance Voting - Asst. Mgr	36	\$ 20.00	\$ 25.42	\$ 38.13	64	24	\$ 91,512.00
Advance Voting - Processors/Clerk	54	\$ 17.00	\$ 21.61	\$ 32.42	64	24	\$ 116,690.11
Reserves - AV Clerk - Training	37	\$ 17.00	\$ 21.61	\$ 32.42	8	-	\$ 6,395.67
TOTAL TEMP LABOR COSTS	324						\$ 1,181,062.38
							ABACUS TOTAL

PSC/ MUNICIPAL General Election-- NOV 4, 2025

100-265-2653-1160

TEMPORARY STAFFING	#	PAY Rate	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Start date	End date
<u>Election Coordinators & Assistants - TEMP</u>									
Election Regional Coordinator 1	3	\$ 18.50	\$ 23.51	\$ 35.27	520	80	\$ 45,145.92	2-Sep	30-Nov
Election Regional Coordinator 2	7	\$ 21.00	\$ 26.69	\$ 40.04	520	80	\$ 119,575.68	2-Sep	30-Nov
Election Regional Coordinator 2-LEAD	1	\$ 24.00	\$ 30.50	\$ 45.75	520	100	\$ 20,436.68	2-Sep	30-Nov
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	520	50	\$ 15,124.90	2-Sep	30-Nov
Instructors	6	\$ 30.60	\$ 38.89	\$ 58.34	150	30	\$ 45,504.34		
Class Assistants	4	\$ 16.00	\$ 20.34	\$ 30.51	150	0	\$ 12,201.60		
<u>VOTER EDUCATION / ADMIN - TEMP</u>									
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	480	40	\$ 13,726.80	8-Sep	30-Nov
Voter Education Officers	2	\$ 21.00	\$ 26.69	\$ 40.04	880	96	\$ 54,663.17	2-Jul	30-Nov
<u>Community Engagement Mobile Outreach Vehicle</u>									
Drivers- CDL licensed	3	\$ 26.00	\$ 35.62	\$ 53.43	100	30	\$ 15,494.70	18-Aug	30-Nov
<u>SUPPLIES & LOGISTICS - TEMP</u>									
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	600	60	\$ 17,539.80	18-Aug	30-Nov
Courier - Fleet Coordinator	5	\$ 21.60	\$ 29.59	\$ 44.39	440	60	\$ 78,418.80	16-Sep	30-Nov
Couriers	20	\$ 19.00	\$ 26.03	\$ 39.05	360	60	\$ 234,270.00	1-Oct	30-Nov
Couriers	30	\$ 19.00	\$ 26.03	\$ 39.05	240	60	\$ 257,697.00	20-Oct	30-Nov
AB Drop Box / Supply Couriers	8	\$ 17.00	\$ 23.29	\$ 34.94	280	60	\$ 68,938.40	9-Oct	30-Nov
Reconciliation	8	\$ 17.00	\$ 21.61	\$ 32.42	200	20	\$ 39,758.48	27-Oct	30-Nov
Reconciliation	8	\$ 17.00	\$ 21.61	\$ 32.42	160	20	\$ 32,844.24	3-Nov	30-Nov
<u>INFORMATION TECHNOLOGY - TEMPS</u>									
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	600	100	\$ 19,065.00	18-Aug	30-Nov
IT System Specialists- LEAD	3	\$ 23.00	\$ 29.23	\$ 43.85	480	150	\$ 61,827.80	8-Sep	30-Nov
IT System Specialists	20	\$ 22.00	\$ 27.96	\$ 41.94	480	150	\$ 394,264.20	8-Sep	30-Nov
Technicians- AV & ED	10	\$ 22.00	\$ 27.96	\$ 41.94	152	70	\$ 71,862.34	1-Oct	5-Nov
<u>REGISTRATION - TEMP</u>									
Front Office Specialists	4	\$ 18.00	\$ 22.88	\$ 34.32	600	60	\$ 63,143.28	18-Aug	30-Nov
Call Center	10	\$ 17.00	\$ 21.61	\$ 32.42	320	60	\$ 88,594.70	6-Oct	30-Nov
Data Entry Clerk	5	\$ 18.00	\$ 22.88	\$ 34.32	520	60	\$ 69,777.90	18-Aug	14-Nov
Courier- Mail Room	2	\$ 19.00	\$ 26.03	\$ 39.05	520	60	\$ 31,756.60	8-Sep	30-Nov
Quality Control	3	\$ 18.00	\$ 22.88	\$ 34.32	600	60	\$ 47,357.46	18-Aug	30-Nov
<u>ABSENTEE - TEMP</u>									
Absentee Specialists	8	\$ 19.00	\$ 24.15	\$ 36.23	640	60	\$ 141,034.96	11-Aug	30-Nov
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	640	60	\$ 18,556.60	11-Aug	30-Nov

Courier - Fleet Coordinator Mail Rm (VR/AB)	2	\$ 21.60	\$ 29.59	\$ 44.39	600	60	\$ 40,836.96	18-Aug	30-Nov
Courier- Mail Room	1	\$ 19.00	\$ 26.03	\$ 39.05	480	60	\$ 14,837.10	8-Sep	30-Nov
ADVANCE VOTING - TEMP									
Advance Voting Trainer	6	\$ 25.00	\$ 31.77	\$ 47.66	480	100	\$ 120,090.60	8-Sep	30-Nov
Advance Voting Compliance Officers	4	\$ 20.00	\$ 25.42	\$ 38.13	160	77	\$ 28,012.84		
AV Trainers & AV Compliance Gas stipends	10	\$ 50.00					\$ 1,500.00		
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	160	77	\$ 7,003.21		
Adv Voting Regional Coordinator 2-LEAD	1	\$ 24.00	\$ 30.50	\$ 45.76	520	100	\$ 20,437.68	2-Sep	30-Nov
Advance Voting Regional Coordinator 2	4	\$ 21.00	\$ 26.69	\$ 40.04	520	100	\$ 71,531.88	2-Sep	30-Nov
Advance Voting - Manager	21	\$ 23.00	\$ 29.23	\$ 43.85	160	77	\$ 169,127.52		
Advance Voting - Asst. Mgr	42	\$ 20.00	\$ 25.42	\$ 38.13	160	77	\$ 294,134.82		
Advance Voting - Clerks	124	\$ 17.00	\$ 21.61	\$ 32.42	142	77	\$ 689,450.53		
Reserves - AV Clerk - Training	40	\$ 17.00	\$ 21.61	\$ 32.42	16	-	\$ 13,828.48		
TOTAL TEMP LABOR COSTS	421						\$ 3,549,372.97		

4 new sites requested by cities

Union City- Etris Darnell

Roswell- E Roswell library

South Fulton- 2 new sites

Per Nadine EM reply 5/07 will bill cities for incremental AV site costs for the 4 new sites



100-265-2658-1160

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	
<u>Election Coordinators & Assistants - TEMP</u>							
Election Regional Coordinator 1	3	\$ 23.51	\$ 35.27	144	30	\$ 13,332.15	12/1-12/23
Election Regional Coordinator 2	7	\$ 26.69	\$ 40.04	144	50	\$ 40,917.30	12/1-12/23
Election Regional Coordinator 2-LEAD	1	\$ 30.50	\$ 45.75	160	50	\$ 7,167.94	12/1-12/30
Executive Assistant	1	\$ 25.42	\$ 38.13	144	50	\$ 5,566.98	12/1-12/23
Instructors	2	\$ 38.89	\$ 58.34	24	0	\$ 1,866.84	
Class Assistants	2	\$ 20.34	\$ 30.51	24	0	\$ 976.13	
<u>VOTER EDUCATION / ADMIN - TEMP</u>							
Executive Assistant	1	\$ 25.42	\$ 38.13	120	10	\$ 3,431.70	12/1-12/19
Voter Education Officers	2	\$ 26.69	\$ 40.04	120	50	\$ 10,409.49	12/1-12/19
<u>Community Engagement Mobile Outreach Vehicle</u>							
Drivers	3	\$ 35.62	\$ 53.43	80	20	\$ 11,754.60	
<u>SUPPLIES & LOGISTICS - TEMP</u>							
Executive Assistant	1	\$ 25.42	\$ 38.13	144	40	\$ 5,185.68	12/01-12/23
Courier - Fleet Coordinator	5	\$ 29.59	\$ 44.39	120	40	\$ 26,632.80	12/01-12/19
Couriers	20	\$ 26.03	\$ 39.05	120	40	\$ 93,708.00	12/01-12/19
Couriers	30	\$ 26.03	\$ 39.05	120	40	\$ 140,562.00	12/01-12/19
AB Drop Box / Supply Couriers	8	\$ 23.29	\$ 34.94	120	20	\$ 27,948.00	12/01-12/19
Reconciliation	16	\$ 21.61	\$ 32.42	120	16	\$ 49,785.09	12/01-12/19
<u>INFORMATION TECHNOLOGY - TEMPS</u>							
Executive Assistant	1	\$ 25.42	\$ 38.13	144	50	\$ 5,566.98	
IT System Specialists- LEAD	3	\$ 29.23	\$ 43.85	160	50	\$ 20,609.27	
IT System Specialists	20	\$ 27.96	\$ 41.94	160	50	\$ 131,421.40	
Technicians- AV & ED	10	\$ 27.96	\$ 41.94	56	34	\$ 29,919.34	
<u>REGISTRATION - TEMP</u>							
Front Office Specialists	4	\$ 22.88	\$ 34.32	120	40	\$ 16,472.16	12/01-12/19
Call Center	10	\$ 21.61	\$ 32.41	80	30	\$ 27,008.75	12/01-12/12
Data Entry Clerk	5	\$ 22.88	\$ 34.32	80	30	\$ 14,298.75	12/01-12/12
Courier- Mail Room	1	\$ 26.03	\$ 39.05	120	40	\$ 4,685.40	12/01-12/19
Quality Control	3	\$ 22.88	\$ 34.32	80	30	\$ 8,579.25	12/01-12/12
<u>ABSENTEE - TEMP</u>							
Absentee Specialist	8	\$ 24.15	\$ 36.23	144	40	\$ 39,414.37	12/1-12/22
Executive Assistant	1	\$ 25.42	\$ 38.13	144	40	\$ 5,185.68	12/1-12/22
Courier - Fleet Coordinator Mail Room	2	\$ 29.59	\$ 44.39	144	40	\$ 12,073.54	12/1-12/22

Courier- Mail Room	1	\$	26.03	\$	39.05	144	40	\$	5,310.12	12/1-12/22
ADVANCE VOTING - TEMP										
Advance Voting Trainer	6	\$	7.62	\$	47.66	144	40	\$	18,026.83	12/1-12/22
Advance Voting Compliance Officers	4	\$	25.42	\$	38.13	64	26	\$	10,473.04	
AV Trainers & AV Compliance Gas stipends	10							\$	-	
Executive Assistant	1	\$	25.42	\$	38.13	64	26	\$	2,618.26	
Adv Voting Regional Coordinator 2-LEAD	1	\$	30.50	\$	45.76	144	40	\$	6,222.82	12/1-12/22
Advance Voting Regional Coordinator 2	4	\$	26.69	\$	40.04	144	40	\$	21,779.86	12/1-12/22
Advance Voting - Manager	18	\$	29.23	\$	43.85	64	26	\$	54,197.98	
Advance Voting - Asst. Mgr	36	\$	25.42	\$	38.13	64	26	\$	94,257.36	
Advance Voting - Clerk	54	\$	21.61	\$	32.42	64	26	\$	120,191.47	
Reserves - AV Clerk - Training	37	\$	21.61	\$	32.42	8	-	\$	6,395.67	
TOTAL TEMP LABOR COSTS	332							\$	1,093,952.99	

ALL Temp Agencies Bid Summaries JULY TO DECEMBER 2025

*** Total Lowest all bidders

*** Abacus Corporation

	Total Billing	2025 Mark up Rate
		27% Non-couriers mark up 37% Couriers higher mark up- same as PY's
Jul-25	\$ 1,156,704.93	
Nov-25	\$ 3,038,985.33	
Dec-25	\$ 1,124,308.17	
	<u>\$ 5,319,998.43</u>	

CORP TEMPS

	Total Billing	2025 Mark up Rate
		34% Non-couriers mark up 36% Couriers higher mark up- same as PY's
Jul-25	\$ 1,199,327	
Nov-25	\$ 3,156,429	
Dec-25	\$ 1,164,878	
	<u>\$ 5,520,633</u>	

Note> No due to performance issues prior contracts for Elections dept. per Nadine Williams.

Dover Staffing

	Total Billing	2025 Mark up Rate
		38%
Jul-25	\$ 1,230,922	
Nov-25	\$ 3,241,287	
Dec-25	\$ 1,195,374	
	<u>\$ 5,667,584</u>	

Focus People Inc.

	Total Billing	2025 Mark up Rate
		33%
Jul-25	\$ 1,186,345	
Nov-25	\$ -	no bid in file for NOV election
Dec-25	\$ 1,152,085	
	<u>\$ 2,338,430</u>	
	3 Elections only	

New World Employment, dba Snelling/ Hirequest Inc

	Total Billing	2025 Mark up Rate
		31%
Jul-25	\$ 1,164,049	
Nov-25	\$ 3,065,198	
Dec-25	\$ 1,130,433	
	<u>\$ 5,359,680</u>	

2nd Total lowest bidder

Nitelines USA, Inc

	Total Billing	2025 Mark up Rate
		39% Reg Billed Mark up rate
Jul-25	\$ 1,239,835	50% OT mark up run-offs
Nov-25	\$ 3,209,063	40% OT mark up June, NOV
Dec-25	\$ 1,204,030	
	<u>\$ 5,652,929</u>	

@BCL@E4163A3B

PSC/ MUNICIPAL Primary Run-off JULY 15, 2025 (If runoff election is necessary)

Fulton County Department of Registration & Elections

						Formula	
1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Billed Amounts	Start & End Dates
<u>Election Coordinators & Assistants - TEMP</u>							
Election Regional Coordinator 1	3	\$ 23.51	\$ 35.27	184	30	\$ 16,151.37	7/1-7/31
Election Regional Coordinator 2	7	\$ 26.69	\$ 40.04	184	30	\$ 42,784.07	7/1-7/31
Election Regional Coordinator 2-LEAD	1	\$ 30.50	\$ 45.75	184	30	\$ 6,984.50	7/1-7/31
Executive Assistant	1	\$ 25.42	\$ 38.13	184	30	\$ 5,821.18	7/1-7/31
Instructors	2	\$ 38.89	\$ 58.34	24	0	\$ 1,866.72	
Class Assistants	2	\$ 20.34	\$ 30.51	24	0	\$ 976.32	
<u>VOTER EDUCATION / ADMIN - TEMP</u>							
Executive Assistant	1	\$ 25.42	\$ 38.13	160	20	\$ 4,829.80	7/1-7/24
Voter Education Officers	2	\$ 26.69	\$ 40.04	184	50	\$ 13,825.42	7/1-7/31
<u>Community Engagement Mobile Outreach Vehicle</u>							
Drivers	3	\$ 35.62	\$ 53.43	80	20	\$ 11,754.60	
<u>SUPPLIES & LOGISTICS - TEMP</u>							
Executive Assistant	1	\$ 25.42	\$ 38.13	184	40	\$ 6,202.48	7/1-7/31
Courier - Fleet Coordinator	5	\$ 29.59	\$ 44.39	120	40	\$ 26,631.00	7/1-7/18
Couriers	20	\$ 26.03	\$ 39.05	120	40	\$ 93,708.00	7/1-7/18
Couriers	30	\$ 26.03	\$ 39.05	120	40	\$ 140,562.00	7/1-7/18
AB Drop Box / Supply Couriers	8	\$ 23.29	\$ 34.94	120	20	\$ 27,948.00	7/1-7/18
Reconciliation	16	\$ 21.61	\$ 32.42	120	20	\$ 51,864.00	7/1-7/18
<u>INFORMATION TECHNOLOGY - TEMPS</u>							
Executive Assistant	1	\$ 25.42	\$ 38.13	184	50	\$ 6,583.78	7/1-7/31
IT System Specialists- LEAD	3	\$ 29.23	\$ 43.85	184	50	\$ 22,711.71	7/1-7/31
IT System Specialists	20	\$ 27.96	\$ 41.94	184	50	\$ 144,832.80	7/1-7/31
Technicians- AV & ED	20	\$ 27.96	\$ 41.94	80	40	\$ 78,288.00	AV & ED 7/3-7/16
<u>REGISTRATION - TEMP</u>							
Front Office Specialists	4	\$ 22.88	\$ 34.32	144	40	\$ 18,670.08	
Call Center	10	\$ 21.61	\$ 32.42	88	30	\$ 28,741.30	
Data Entry Clerk	5	\$ 22.88	\$ 34.32	88	30	\$ 15,215.20	
Courier- Mail Room	1	\$ 26.03	\$ 39.05	144	40	\$ 5,310.12	
Drivers		\$ -					
Quality Control	3	\$ 22.88	\$ 34.32	88	30	\$ 9,129.12	
<u>ABSENTEE - TEMP</u>							
Absentee Specialist	8	\$ 24.15	\$ 36.23	144	40	\$ 39,412.80	
Executive Assistant	1	\$ 25.42	\$ 38.13	144	40	\$ 5,185.68	
Courier - Fleet Coordinator Mail Room	2	\$ 29.59	\$ 44.39	144	40	\$ 12,072.72	
<u>ADVANCE VOTING LOCATIONS - TEMP</u>							
Advance Voting Trainer	6	\$ 31.77	\$ 47.66	160	40	\$ 41,936.40	1 Week Adv Voting
Advance Voting Compliance Officers	4	\$ 25.42	\$ 38.13	64	19	\$ 9,405.40	
AV Trainers & AV Compliance Gas stipends	10	\$ 50.00				\$ 500.00	
Executive Assistant	1	\$ 25.42	\$ 38.13	64	19	\$ 2,351.35	
Advance Voting Regional Coordinator 2-LEAD	1	\$ 30.50	\$ 45.75	160	40	\$ 6,710.00	
Advance Voting Regional Coordinator 2	4	\$ 26.69	\$ 40.04	160	40	\$ 23,487.20	
Advance Voting - Manager	17	\$ 29.23	\$ 43.85	64	19	\$ 45,964.18	
Advance Voting - Asst. Mgr	34	\$ 25.42	\$ 38.13	64	19	\$ 79,945.90	
Advance Voting - Clerk	51	\$ 21.61	\$ 32.42	64	19	\$ 101,945.18	
Reserves - AV Clerk - Training	37	\$ 21.61	\$ 32.42	8	-	\$ 6,396.56	
TOTAL TEMP LABOR COSTS						\$ 1,156,704.93	

PSC/ MUNICIPAL General Election-- NOV 4, 2025									
Fulton County Department of Registration & Elections									
			Name of Temp Agency		Abacus Corporation				
100-265-2653-1160 General Election									
							Formula		
1160 SALARIES - TEMPORARY	#	PAY Rate	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	BILLED AMOUNTS	Start date	End date
Election Coordinators & Assistants - TEMP									
Election Regional Coordinator 1	3	\$ 18.50	\$ 23.51	\$ 35.27	520	70	\$ 44,081.25	2-Sep	30-Nov
Election Regional Coordinator 2	7	\$ 21.00	\$ 26.69	\$ 40.04	520	70	\$ 116,768.75	2-Sep	30-Nov
Election Regional Coordinator 2-LEAD	1	\$ 24.00	\$ 30.50	\$ 45.75	520	70	\$ 19,062.50	2-Sep	30-Nov
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	520	50	\$ 15,124.90	2-Sep	30-Nov
Instructors	6	\$ 30.60	\$ 38.89	\$ 58.34	150	30	\$ 45,501.30		
Class Assistants	4	\$ 16.00	\$ 20.34	\$ 30.51	150	0	\$ 12,204.00		
VOTER EDUCATION / ADMIN - TEMP									
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	480	40	\$ 13,726.80	8-Sep	30-Nov
Voter Education Officers	2	\$ 21.00	\$ 26.69	\$ 40.04	880	80	\$ 53,380.80	2-Jul	30-Nov
Community Engagement Mobile Outreach Vehicle									
Drivers- CDL licensed	3	\$ 26.00	\$ 35.62	\$ 53.43	100	30	\$ 15,494.70	18-Aug	30-Nov
SUPPLIES & LOGISTICS - TEMP									
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	600	60	\$ 17,539.80	18-Aug	30-Nov
Courier - Fleet Coordinator	5	\$ 21.60	\$ 29.59	\$ 44.39	440	60	\$ 78,415.00	16-Sep	30-Nov
Couriers	20	\$ 19.00	\$ 26.03	\$ 39.05	360	60	\$ 234,276.00	1-Oct	30-Nov
Couriers	30	\$ 19.00	\$ 26.03	\$ 39.05	240	60	\$ 257,706.00	20-Oct	30-Nov
AB Drop Box / Supply Couriers	8	\$ 17.00	\$ 23.29	\$ 34.94	280	60	\$ 68,940.80	9-Oct	30-Nov
Reconciliation	8	\$ 17.00	\$ 21.61	\$ 32.42	200	20	\$ 39,763.20	27-Oct	30-Nov
Reconciliation	8	\$ 17.00	\$ 21.61	\$ 32.42	160	20	\$ 32,848.00	3-Nov	30-Nov
INFORMATION TECHNOLOGY - TEMPS									
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	600	100	\$ 19,065.00	18-Aug	30-Nov
IT System Specialists- LEAD	3	\$ 23.00	\$ 29.23	\$ 43.85	480	150	\$ 61,821.45	8-Sep	30-Nov
IT System Specialists	20	\$ 22.00	\$ 27.96	\$ 41.94	480	150	\$ 394,236.00	8-Sep	30-Nov
Technicians- work AV & ED	18	\$ 22.00	\$ 27.96	\$ 41.94	152	70	\$ 129,342.96	1-Oct	14-Nov
REGISTRATION - TEMP									
Front Office Specialists	4	\$ 18.00	\$ 22.88	\$ 34.32	600	50	\$ 61,776.00	18-Aug	30-Nov
Call Center	10	\$ 17.00	\$ 21.61	\$ 32.42	320	50	\$ 85,359.50	6-Oct	30-Nov
Data Entry Clerk	5	\$ 18.00	\$ 22.88	\$ 34.32	520	50	\$ 68,068.00	18-Aug	14-Nov
Courier- Mail Room	2	\$ 19.00	\$ 26.03	\$ 39.05	520	50	\$ 30,976.20	8-Sep	30-Nov
Quality Control	3	\$ 18.00	\$ 22.88	\$ 34.32	600	50	\$ 46,332.00	18-Aug	30-Nov
ABSENTEE - TEMP									
Absentee Specialists	8	\$ 19.00	\$ 24.15	\$ 36.23	640	60	\$ 141,038.40	11-Aug	30-Nov
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	640	60	\$ 18,556.60	11-Aug	30-Nov
Courier - Fleet Coordinator Mail Rm (VR/AB)	2	\$ 21.60	\$ 29.59	\$ 44.39	600	60	\$ 40,834.80	18-Aug	30-Nov
Courier- Mail Room	1	\$ 19.00	\$ 26.03	\$ 39.05	480	60	\$ 14,837.40	8-Sep	30-Nov
ADVANCE VOTING LOCATIONS - TEMP									
Advance Voting Trainer	6	\$ 25.00	\$ 31.77	\$ 47.66	480	100	\$ 120,093.60	8-Sep	30-Nov
Advance Voting Compliance Officers	4	\$ 20.00	\$ 25.42	\$ 38.13	160	62	\$ 25,725.04		
AV Trainers & AV Compliance Gas stipends	10	\$ 50.00	\$ -	\$ -			\$ 1,500.00		
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	160	62	\$ 6,431.26		
Advance Voting Regional Coordinator 2-LEAD	1	\$ 24.00	\$ 30.50	\$ 45.75	520	100	\$ 20,435.00	2-Sep	30-Nov
Advance Voting Regional Coordinator 2	4	\$ 21.00	\$ 26.69	\$ 40.04	520	100	\$ 71,531.20	2-Sep	30-Nov
Advance Voting - Manager	17	\$ 23.00	\$ 29.23	\$ 43.85	160	62	\$ 125,723.50		
Advance Voting - Asst. Mgr	34	\$ 20.00	\$ 25.42	\$ 38.13	160	62	\$ 218,662.84		
Advance Voting - Clerk	51	\$ 17.00	\$ 21.61	\$ 32.42	142	62	\$ 259,011.66		
Reserves - AV Clerk - Training	37	\$ 17.00	\$ 21.61	\$ 32.42	16	-	\$ 12,793.12		
TOTAL TEMP LABOR COSTS	351						\$ 3,038,985.33		

PSC/ MUNICIPAL General Run-off DEC 2, 2025 (If runoff election is necessary)							
Fulton County Department of Registration & Elections							
						Formula	
1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	BILLED AMOUNTS	Start & End Dates
Election Coordinators & Assistants - TEMP							
Election Regional Coordinator 1	3	\$ 23.51	\$ 35.27	144	30	\$ 13,330.17	12/1-12/23
Election Regional Coordinator 2	7	\$ 26.69	\$ 40.04	144	50	\$ 40,915.77	12/1-12/23
Election Regional Coordinator 2-LEAD	1	\$ 30.50	\$ 45.75	160	50	\$ 7,167.50	12/1-12/30
Executive Assistant	1	\$ 25.42	\$ 38.13	144	50	\$ 5,566.98	12/1-12/23
Instructors	2	\$ 38.89	\$ 58.34	24	0	\$ 1,866.72	
Class Assistants	2	\$ 20.34	\$ 30.51	24	0	\$ 976.32	
VOTER EDUCATION / ADMIN - TEMP							
Executive Assistant	1	\$ 25.42	\$ 38.13	120	10	\$ 3,431.70	12/1-12/19
Voter Education Officers	2	\$ 26.69	\$ 40.04	120	50	\$ 10,409.10	12/1-12/19
Community Engagement Mobile Outreach Vehicle							
Drivers	3	\$ 35.62	\$ 53.43	80	20	\$ 11,754.60	
SUPPLIES & LOGISTICS - TEMP							
Executive Assistant	1	\$ 25.42	\$ 38.13	144	40	\$ 5,185.68	12/01-12/23
Courier - Fleet Coordinator	5	\$ 29.59	\$ 44.39	120	40	\$ 26,631.00	12/01-12/19
Couriers	20	\$ 26.03	\$ 39.05	120	40	\$ 93,708.00	12/01-12/19
Couriers	30	\$ 26.03	\$ 39.05	120	40	\$ 140,562.00	12/01-12/19
AB Drop Box / Supply Couriers	8	\$ 23.29	\$ 34.94	120	20	\$ 27,948.00	12/01-12/19
Reconciliation	16	\$ 21.61	\$ 32.42	120	16	\$ 49,789.44	12/01-12/19
INFORMATION TECHNOLOGY - TEMPS							
Executive Assistant	1	\$ 25.42	\$ 38.13	144	50	\$ 5,566.98	
IT System Specialists- LEAD	3	\$ 29.23	\$ 43.85	160	50	\$ 20,607.15	
IT System Specialists	20	\$ 27.96	\$ 41.94	160	50	\$ 131,412.00	
Technicians- AV , ED	18	\$ 27.96	\$ 41.94	56	34	\$ 53,850.96	
REGISTRATION - TEMP							
Front Office Specialists	4	\$ 22.88	\$ 34.32	120	40	\$ 16,473.60	12/01-12/19
Call Center	10	\$ 21.61	\$ 32.42	80	30	\$ 27,012.50	12/01-12/12
Data Entry Clerk	5	\$ 22.88	\$ 34.32	80	30	\$ 14,300.00	12/01-12/12
Courier- Mail Room	1	\$ 26.03	\$ 39.05	120	40	\$ 4,685.40	12/01-12/19
Quality Control	3	\$ 22.88	\$ 34.32	80	30	\$ 8,580.00	12/01-12/12
ABSENTEE - TEMP							
Absentee Specialist	8	\$ 24.15	\$ 36.23	144	40	\$ 39,412.80	12/1-12/22
Executive Assistant	1	\$ 25.42	\$ 38.13	144	40	\$ 5,185.68	12/1-12/22
Courier - Fleet Coordinator Mail Room	2	\$ 29.59	\$ 44.39	144	40	\$ 12,072.72	12/1-12/22
Courier- Mail Room	1	\$ 26.03	\$ 39.05	144	40	\$ 5,310.12	12/1-12/22
ADVANCE VOTING LOCATIONS - TEMP							
Advance Voting Trainer	6	\$ 31.77	\$ 47.66	144	40	\$ 38,886.48	12/1-12/22
Advance Voting Compliance Officers	4	\$ 25.42	\$ 38.13	64	26	\$ 10,473.04	
AV Trainers & AV Compliance Gas stipends	10	\$ 50.00				\$ 500.00	
Executive Assistant	1	\$ 25.42	\$ 38.13	64	26	\$ 2,618.26	
Advance Voting Regional Coordinator 2-LEAD	1	\$ 30.50	\$ 45.75	144	40	\$ 6,222.00	12/1-12/22
Advance Voting Regional Coordinator 2	4	\$ 26.69	\$ 40.04	144	40	\$ 21,779.04	12/1-12/22
Advance Voting - Manager	17	\$ 29.23	\$ 43.85	64	26	\$ 51,181.73	
Advance Voting - Asst. Mgr	34	\$ 25.42	\$ 38.13	64	26	\$ 89,020.84	
Advance Voting - Clerk	51	\$ 21.61	\$ 32.42	64	26	\$ 113,517.33	
Reserves - AV Clerk - Training	37	\$ 21.61	\$ 32.42	8	-	\$ 6,396.56	
TOTAL TEMP LABOR COSTS	344					\$ 1,124,308.17	

Supplier Information Sheet

Statewide Contract Number	99999-SPD0000136-0006	NIGP Code	96269 (Please see additional NIGP Codes referenced)
Name of Contract	Temporary Staffing Services		
Effective Date	July 01, 2017	Expiration Date	June 30, 2026
Contract Table of Contents			
Vendors Awarded	9	Contract Information	MANDATORY CONTRACT
Contract Information for Vendor		Page Number	
<u>Abacus Corporation</u>		<u>2-3</u>	
<u>Regional Map</u>		<u>4-5</u>	
<u>Contract Renewals/Extensions/changes</u>		<u>6</u>	
<u>Contact Information</u>		<u>7</u>	



Vendor Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD0000136-0006
PeopleSoft Vendor Number	0000169020
Vendor Name & Address	
ABACUS CORPORATION – Corporate Headquarters 610 Gusryan Street Baltimore, MD 21224	
Contract Administrator	
Drew L. D'Avanzo dd@abacuscorporation.com Telephone: 410-252-2400 x 206 Fax: 410-633-1976 Mobile: 410-608-9654 http://www.abacuscorporation.com/	
Contact Details	
Ordering Information	Submitted via telephone and/or email using the preferred list below: Drew Davanzo – 410-608-9654 dd@abacuscorporation.com
Remitting Information	Abacus Corporation P.O. Box 37766 Baltimore, MD 21297-3766
Delivery Days	N/A
Discounts	N/A
Payment Terms	Net 30 Days

Vendor Information Sheet

Bid Offer includes	State and Local Government
Acceptable payment method	Vendor will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

Authorized Providers of Medical Care Personnel:

The following suppliers are authorized under the Temporary Staffing Services contract (99999-001-SPD0000136) to provide medical care personnel:

- Abacus Corporation
- Ark Temporary Staffing, LLC
- Dover Staffing
- Focus People, LLC
- InGenesis, Inc.
- Nitelines USA
- Shaga Consulting & Recruiting

Ineligible Providers:

The following suppliers are not authorized under the Temporary Staffing Services contract (99999-001-SPD0000136) to provide medical care personnel:

- Corporate Temps
- New World Employment



Region 1: 25 Counties / 8,261 Square Miles - Bartow (459.5), Butts (184.4), Carroll (499.1), Catoosa (162.2), Chattooga (313.3), Coweta (440.9), Dade (174.0), Fannin (389.7), Floyd (509.9), Gilmer (426.5), Gordon (355.8), Haralson (282.2), Heard (296.0), Lamar (183.5), Meriwether (501.2), Murray (344.5), Paulding (312.2), Pickens (232.1), Pike (216.1), Polk (310.3), Spalding (196.5), Troup (414.0), Upson (323.4), Walker (446.4), Whitfield (290.5)

Region 2: 39 Counties / 14,005 Square Miles - Banks (232.1), Barrow (160.3), Burke (827.0), Clarke (119.2), Columbia (290.1), Dawson (210.8), Elbert (351.1), Forsyth (224.0), Franklin (261.5), Glascock (143.7), Greene (387.4), Habersham (276.7), Hall (392.8), Hancock (471.8), Hart (232.4), Jackson (339.7), Jasper (368.2), Jefferson (526.5), Jenkins (347.3), Lincoln (210.4), Lumpkin (282.9), Madison (282.3), McDuffie (257.5), Morgan (347.4), Newton (272.2), Oconee (184.3), Oglethorpe (439.0), Rabun (370.0), Richmond (324.3), Screven (645.1), Stephens (179.1), Taliaferro (194.6), Towns (166.6), Union (321.9), Walton (325.7), Warren (284.3), Washington (678), White (241.3), Wilkes (447)

Region 3: 10 Counties / 2,974 Square Miles - Cherokee (421.7), Clayton (141.6), Cobb (339.6), DeKalb (267.6), Douglas (200.1), Fayette (194.3), Fulton (526.6), Gwinnett (430.4), Henry (322.1), Rockdale (129.8)

Region 4: 41 Counties / 14,664 Square Miles - Baker (341.9), Baldwin (257.8), Bibb (249.8), Calhoun (280.4), Chattahoochee (248.7), Clay (195.4), Colquitt (544.2), Crawford (324.9), Crisp (272.6), Decatur (597.1), Dooly (391.9), Dougherty (328.7), Early (512.6), Grady (454.5), Harris (463.9), Houston (375.5), Jones (393.9), Lee (355.8), Macon (400.6), Marion (366.0), Miller (282.4), Mitchell (512.1), Monroe (395.7), Muscogee (216.4), Peach (150.3), Pulaski (249.0), Putnam (344.6), Quitman (151.2), Randolph (428.2), Schley (166.9), Seminole (235.2), Stewart (458.7), Sumter (482.7), Talbot (391.4), Taylor (376.7), Terrell (335.4), Thomas (544.6), Twiggs (358.4), Webster (209.1), Wilkinson (447.3), Worth (570.7)

Region 5: 44 Counties / 18,976 Square Miles – Appling (507.1), Atkinson (339.4), Bacon (258.6), Ben Hill (250.1), Berrien (451.9), Bleckley (215.9), Brantley (442.4), Brooks (493.1), Bryan (436.0), Bulloch (672.8), Camden (613.0), Candler (243.0), Charlton (773.6), Chatham (426.4), Clinch (800.2), Coffee (575.1), Cook (227.2), Dodge (495.9), Echols (414.9), Effingham (447.7), Emanuel (680.6), Evans (182.9), Glynn (419.8), Irwin (354.3), Jeff Davis (330.7), Johnson (303.0), Lanier (185.3), Laurens (807.3), Liberty (489.8), Long (400.3), Lowndes (496.1), McIntosh (424.3), Montgomery (239.5), Pierce (316.5), Tattnall (479.4), Telfair (437.3), Tift (258.9), Toombs (364.0), Treutlen (199.4), Turner (285.4), Ware (892.5), Wayne (641.8), Wheeler (295.5), Wilcox (377.7)



Changes/Renewals/Extensions

Initial Term

Initial term of contract is July 1, 2017 to June 30, 2019 with three (3) one (1) year renewal options.

Amendment 1, Renewal #1

Expires 6/30/20

Amendment 2, Renewal #2 July 1, 2020 - June 30, 2021

Amendment 3, Renewal #3 July 1, 2021 - June 30, 2022

Amendment 4, Extension #1 July 1, 2022 - June 30, 2023

Amendment 5, Extension #2 July 1, 2023 - June 30, 2024

Amendment 6, Extension#3 July 1, 2024 - June 30, 2025

Amendment 7, Extension#4 July 1, 2025 - June 30, 2026

UPDATE:

EFFECTIVE DATE: 7/1/2021

Where the State agency seeks to change the status of an administrative temporary staffing resource, acquired under this Statewide contract, from temporary to permanent status, the following method shall be used to determine any applicable conversion fees due to the Statewide Contract supplier:

CONVERSION FEE: If prior to completing 520 hours of a work assignment, the contractor will convert to a full-time role, using a fee equal to 160 hours of the rate of pay.

Step 1: The temporary resource meets the administrative temporary staffing conversion requirements

Step 2: Please contact the Statewide Contract Supplier Contract Manager to complete the resource conversion fee process



Affordable Care Act Fee:

Contractor acknowledges the State's intent to take advantage of the Safe Harbor provision relevant to third-party employment arrangements between Applicable Large Employers and temporary staffing firms in compliance with the Code, rules, regulations and other official guidance, under which an offer of coverage by the temporary staffing firm is deemed an offer of healthcare coverage by User Agencies. Contractor further acknowledges that the fees a User Agency pays to Contractor include an additional fee attributable to those individuals with MEC. This additional fee shall be \$ 2.00 per Contractor's Employee per month of MEC, as indicated in Contractor's cost proposal as ACA Safe Harbor Provision Fee", and shall be designated "ACA Compliance Charge" (or similar) on Contractor's invoice. The ACA Compliance Charge may appear as an aggregate total in the last weekly invoice of the month. Each of Contractor's last weekly invoices to a User Agency shall identify the number of Contractor's Employees who provided services to the User Agency during any portion of the month, and separately identify the number of Contractor's Employees with MEC, if different. The invoice shall not designate Contractor's Employees subject to the ACA Compliance Charge by name. Any last weekly invoice of the month that does not reflect an additional fee as an ACA Compliance Charge shall constitute a representation that either none of Contractor's Employees were eligible for MEC or none were enrolled in Contractor's MEC plan

Abacus Corporation
SUMMARY ALL 2025

Abacus Original Bid Totals		
Election Cycle	Abacus Bid Total Billing	2025 Mark up Rate
Jun-25	\$ 2,537,035.32	27%
Jul-25	\$ 1,156,704.93	37%
Nov-25	\$ 3,038,985.33	
Dec-25	\$ 1,124,308.17	
	<u>\$ 7,857,033.75</u>	

Non-couriers mark up
Couriers higher mark up- same as PY's

Services for June Election BOC approved: Item no. 25-0197 03/19/2025

Revised Temp budget with recent changes: MAY 7, 2025
using Abacus mark up rates & changes we made

Election Cycle	Total Revised Amount
Jul-25	\$ 1,181,062.00
Nov-25	\$ 3,549,373.00
Dec-25	\$ 1,093,953.00
	<u>\$ 5,824,388.00</u>

Abacus Original Bid Totals		Difference
Election Cycle	Total Original Bid amount	Difference
* July 2025	\$ 1,156,704.93	\$ 24,357.07
** Nov 2025	\$ 3,038,985.33	\$ 510,387.67
Dec 2025	\$ 1,124,308.17	\$ (30,355.17)
	<u>\$ 5,319,998.43</u>	<u>\$ 504,389.57</u>
		Increased costs

* Note: The JULY increase was 1 additional week for the Supplies & Logistics temps provided per Equipment Manager

** Note: The NOV increase is the AV sites increased per city's requests which increased total AV temps & we increased NOV AV clerks to 5.9 avg per site--- instead of 3 AV clerks in original bid file.

PSC/ MUNICIPAL Primary Run-off -- JULY 15, 2025 ELECTION DAY

TEMP STAFF WORK DATES: July

100-265-2655-1160

SUMMARY	Total Amount
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JULY	\$ 1,181,062
NOV	\$ 3,549,373
DEC	\$ 1,093,953

TOTAL \$ 5,824,388

TEMPORARY STAFFING	#	PAY Rate	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs
<u>Election Coordinators & Assistants - TEMP</u>							
Election Regional Coordinator 1	3	\$ 18.50	\$ 23.51	\$ 35.27	184	30	\$ 16,153.77 7/1-7/31
Election Regional Coordinator 2	7	\$ 21.00	\$ 26.69	\$ 40.04	184	30	\$ 42,785.67 7/1-7/31
Election Regional Coordinator 2-LEAD	1	\$ 24.00	\$ 30.50	\$ 45.75	184	30	\$ 6,985.24 7/1-7/31
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	184	30	\$ 5,821.18 7/1-7/31
Instructors	2	\$ 30.60	\$ 38.89	\$ 58.34	24	0	\$ 1,866.84
Class Assistants	2	\$ 16.00	\$ 20.34	\$ 30.51	24	0	\$ 976.13
<u>VOTER EDUCATION / ADMIN - TEMP</u>							
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	160	20	\$ 4,829.80 7/1-7/25
Voter Education Officers	2	\$ 21.00	\$ 26.69	\$ 40.04	184	50	\$ 13,825.94 7/1-7/31
<u>Community Engagement Mobile Outreach Vehicle</u>							
Drivers	3	\$ 26.00	\$ 35.62	\$ 53.43	80	20	\$ 11,754.60
<u>SUPPLIES & LOGISTICS - TEMP</u>							
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	184	40	\$ 6,202.48 7/1-7/31
Courier - Fleet Coordinator	5	\$ 21.60	\$ 29.59	\$ 44.39	160	40	\$ 32,551.20 7/1-7/25
Couriers	50	\$ 19.00	\$ 26.03	\$ 39.05	160	40	\$ 286,330.00 7/1-7/25
AB Drop Box / Supply Couriers	8	\$ 17.00	\$ 23.29	\$ 34.94	160	20	\$ 35,400.80 7/1-7/25
Reconciliation	16	\$ 17.00	\$ 21.61	\$ 32.42	160	20	\$ 65,688.32 7/1-7/25
<u>INFORMATION TECHNOLOGY - TEMPS</u>							
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	184	50	\$ 6,583.78 7/1-7/31
IT System Specialists- LEAD	3	\$ 23.00	\$ 29.23	\$ 43.85	184	50	\$ 22,714.04 7/1-7/31
IT System Specialists	13	\$ 22.00	\$ 27.96	\$ 41.94	184	50	\$ 94,148.05 7/1-7/31
Technicians- AV & ED	10	\$ 22.00	\$ 27.96	\$ 41.94	80	40	\$ 39,146.80 7/3-7/16
<u>REGISTRATION - TEMP</u>							
Front Office Specialists	4	\$ 18.00	\$ 22.88	\$ 34.32	144	40	\$ 18,668.45
Call Center	10	\$ 17.00	\$ 21.61	\$ 32.42	88	30	\$ 28,740.16
Data Entry Clerk	5	\$ 18.00	\$ 22.88	\$ 34.32	88	30	\$ 15,213.87
Courier- Mail Room	1	\$ 19.00	\$ 26.03	\$ 39.05	144	40	\$ 5,310.12
Quality Control	3	\$ 18.00	\$ 22.88	\$ 34.32	88	30	\$ 9,128.32
<u>ABSENTEE - TEMP</u>							
Absentee Specialist	8	\$ 19.00	\$ 24.15	\$ 36.23	144	40	\$ 39,413.25
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	144	40	\$ 5,185.68
Courier - Fleet Coordinator Mail Room	2	\$ 21.60	\$ 29.59	\$ 44.39	144	40	\$ 12,073.54
<u>ADVANCE VOTING LOCATIONS - TEMP</u>							
Advance Voting Trainer	6	\$ 25.00	\$ 31.77	\$ 47.66	160	40	\$ 41,938.20
Advance Voting Compliance Officers	4	\$ 20.00	\$ 25.42	\$ 38.13	64	24	\$ 10,168.00
AV Trainers & AV Compliance Gas stipends	10	\$ 50.00	\$ 50.00				\$ 1,500.00
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	64	24	\$ 2,542.00
Advance Voting Regional Coordinator 2-LEAD	1	\$ 24.00	\$ 30.50	\$ 45.76	160	40	\$ 6,710.88
Advance Voting Regional Coordinator 2	4	\$ 21.00	\$ 26.69	\$ 40.04	160	40	\$ 23,488.08
Advance Voting - Manager	18	\$ 23.00	\$ 29.23	\$ 43.85	64	24	\$ 52,619.40
Advance Voting - Asst. Mgr	36	\$ 20.00	\$ 25.42	\$ 38.13	64	24	\$ 91,512.00
Advance Voting - Processors/Clerk	54	\$ 17.00	\$ 21.61	\$ 32.42	64	24	\$ 116,690.11
Reserves - AV Clerk - Training	37	\$ 17.00	\$ 21.61	\$ 32.42	8	-	\$ 6,395.67
TOTAL TEMP LABOR COSTS	324						\$ 1,181,062.38

ABACUS TOTAL

PSC/ MUNICIPAL General Election-- NOV 4, 2025

100-265-2653-1160

TEMPORARY STAFFING	#	PAY Rate	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Start date	End date
<u>Election Coordinators & Assistants - TEMP</u>									
Election Regional Coordinator 1	3	\$ 18.50	\$ 23.51	\$ 35.27	520	80	\$ 45,145.92	2-Sep	30-Nov
Election Regional Coordinator 2	7	\$ 21.00	\$ 26.69	\$ 40.04	520	80	\$ 119,575.68	2-Sep	30-Nov
Election Regional Coordinator 2-LEAD	1	\$ 24.00	\$ 30.50	\$ 45.75	520	100	\$ 20,436.68	2-Sep	30-Nov
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	520	50	\$ 15,124.90	2-Sep	30-Nov
Instructors	6	\$ 30.60	\$ 38.89	\$ 58.34	150	30	\$ 45,504.34		
Class Assistants	4	\$ 16.00	\$ 20.34	\$ 30.51	150	0	\$ 12,201.60		
<u>VOTER EDUCATION / ADMIN - TEMP</u>									
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	480	40	\$ 13,726.80	8-Sep	30-Nov
Voter Education Officers	2	\$ 21.00	\$ 26.69	\$ 40.04	880	96	\$ 54,663.17	2-Jul	30-Nov
<u>Community Engagement Mobile Outreach Vehicle</u>									
Drivers- CDL licensed	3	\$ 26.00	\$ 35.62	\$ 53.43	100	30	\$ 15,494.70	18-Aug	30-Nov
<u>SUPPLIES & LOGISTICS - TEMP</u>									
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	600	60	\$ 17,539.80	18-Aug	30-Nov
Courier - Fleet Coordinator	5	\$ 21.60	\$ 29.59	\$ 44.39	440	60	\$ 78,418.80	16-Sep	30-Nov
Couriers	20	\$ 19.00	\$ 26.03	\$ 39.05	360	60	\$ 234,270.00	1-Oct	30-Nov
Couriers	30	\$ 19.00	\$ 26.03	\$ 39.05	240	60	\$ 257,697.00	20-Oct	30-Nov
AB Drop Box / Supply Couriers	8	\$ 17.00	\$ 23.29	\$ 34.94	280	60	\$ 68,938.40	9-Oct	30-Nov
Reconciliation	8	\$ 17.00	\$ 21.61	\$ 32.42	200	20	\$ 39,758.48	27-Oct	30-Nov
Reconciliation	8	\$ 17.00	\$ 21.61	\$ 32.42	160	20	\$ 32,844.24	3-Nov	30-Nov
<u>INFORMATION TECHNOLOGY - TEMPS</u>									
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	600	100	\$ 19,065.00	18-Aug	30-Nov
IT System Specialists- LEAD	3	\$ 23.00	\$ 29.23	\$ 43.85	480	150	\$ 61,827.80	8-Sep	30-Nov
IT System Specialists	20	\$ 22.00	\$ 27.96	\$ 41.94	480	150	\$ 394,264.20	8-Sep	30-Nov
Technicians- AV & ED	10	\$ 22.00	\$ 27.96	\$ 41.94	152	70	\$ 71,862.34	1-Oct	5-Nov
<u>REGISTRATION - TEMP</u>									
Front Office Specialists	4	\$ 18.00	\$ 22.88	\$ 34.32	600	60	\$ 63,143.28	18-Aug	30-Nov
Call Center	10	\$ 17.00	\$ 21.61	\$ 32.42	320	60	\$ 88,594.70	6-Oct	30-Nov
Data Entry Clerk	5	\$ 18.00	\$ 22.88	\$ 34.32	520	60	\$ 69,777.90	18-Aug	14-Nov
Courier- Mail Room	2	\$ 19.00	\$ 26.03	\$ 39.05	520	60	\$ 31,756.60	8-Sep	30-Nov
Quality Control	3	\$ 18.00	\$ 22.88	\$ 34.32	600	60	\$ 47,357.46	18-Aug	30-Nov
<u>ABSENTEE - TEMP</u>									
Absentee Specialists	8	\$ 19.00	\$ 24.15	\$ 36.23	640	60	\$ 141,034.96	11-Aug	30-Nov
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	640	60	\$ 18,556.60	11-Aug	30-Nov
Courier - Fleet Coordinator Mail Rm (VR/AB)	2	\$ 21.60	\$ 29.59	\$ 44.39	600	60	\$ 40,836.96	18-Aug	30-Nov
Courier- Mail Room	1	\$ 19.00	\$ 26.03	\$ 39.05	480	60	\$ 14,837.10	8-Sep	30-Nov
<u>ADVANCE VOTING - TEMP</u>									
Advance Voting Trainer	6	\$ 25.00	\$ 31.77	\$ 47.66	480	100	\$ 120,090.60	8-Sep	30-Nov
Advance Voting Compliance Officers	4	\$ 20.00	\$ 25.42	\$ 38.13	160	77	\$ 28,012.84		
AV Trainers & AV Compliance Gas stipends	10	\$ 50.00					\$ 1,500.00		
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	160	77	\$ 7,003.21		
Adv Voting Regional Coordinator 2-LEAD	1	\$ 24.00	\$ 30.50	\$ 45.76	520	100	\$ 20,437.68	2-Sep	30-Nov
Advance Voting Regional Coordinator 2	4	\$ 21.00	\$ 26.69	\$ 40.04	520	100	\$ 71,531.88	2-Sep	30-Nov
Advance Voting - Manager	21	\$ 23.00	\$ 29.23	\$ 43.85	160	77	\$ 169,127.52		
Advance Voting - Asst. Mgr	42	\$ 20.00	\$ 25.42	\$ 38.13	160	77	\$ 294,134.82		
Advance Voting - Clerks	124	\$ 17.00	\$ 21.61	\$ 32.42	142	77	\$ 689,450.53		
Reserves - AV Clerk - Training	40	\$ 17.00	\$ 21.61	\$ 32.42	16	-	\$ 13,828.48		
TOTAL TEMP LABOR COSTS	421						\$ 3,549,372.97		

4 new sites requested by cities

Union City- Etris Darnell
Roswell- E Roswell library
South Fulton- 2 new sites

Per Nadine EM reply 5/07 will bill cities for incremental AV site costs for the 4 new sites

100-265-2658-1160

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	
<u>Election Coordinators & Assistants - TEMP</u>							
Election Regional Coordinator 1	3	\$ 23.51	\$ 35.27	144	30	\$ 13,332.15	12/1-12/23
Election Regional Coordinator 2	7	\$ 26.69	\$ 40.04	144	50	\$ 40,917.30	12/1-12/23
Election Regional Coordinator 2-LEAD	1	\$ 30.50	\$ 45.75	160	50	\$ 7,167.94	12/1-12/30
Executive Assistant	1	\$ 25.42	\$ 38.13	144	50	\$ 5,566.98	12/1-12/23
Instructors	2	\$ 38.89	\$ 58.34	24	0	\$ 1,866.84	
Class Assistants	2	\$ 20.34	\$ 30.51	24	0	\$ 976.13	
<u>VOTER EDUCATION / ADMIN - TEMP</u>							
Executive Assistant	1	\$ 25.42	\$ 38.13	120	10	\$ 3,431.70	12/1-12/19
Voter Education Officers	2	\$ 26.69	\$ 40.04	120	50	\$ 10,409.49	12/1-12/19
<u>Community Engagement Mobile Outreach Vehicle</u>							
Drivers	3	\$ 35.62	\$ 53.43	80	20	\$ 11,754.60	
<u>SUPPLIES & LOGISTICS - TEMP</u>							
Executive Assistant	1	\$ 25.42	\$ 38.13	144	40	\$ 5,185.68	12/01-12/23
Courier - Fleet Coordinator	5	\$ 29.59	\$ 44.39	120	40	\$ 26,632.80	12/01-12/19
Couriers	20	\$ 26.03	\$ 39.05	120	40	\$ 93,708.00	12/01-12/19
Couriers	30	\$ 26.03	\$ 39.05	120	40	\$ 140,562.00	12/01-12/19
AB Drop Box / Supply Couriers	8	\$ 23.29	\$ 34.94	120	20	\$ 27,948.00	12/01-12/19
Reconciliation	16	\$ 21.61	\$ 32.42	120	16	\$ 49,785.09	12/01-12/19
<u>INFORMATION TECHNOLOGY - TEMPS</u>							
Executive Assistant	1	\$ 25.42	\$ 38.13	144	50	\$ 5,566.98	
IT System Specialists- LEAD	3	\$ 29.23	\$ 43.85	160	50	\$ 20,609.27	
IT System Specialists	20	\$ 27.96	\$ 41.94	160	50	\$ 131,421.40	
Technicians- AV & ED	10	\$ 27.96	\$ 41.94	56	34	\$ 29,919.34	
<u>REGISTRATION - TEMP</u>							
Front Office Specialists	4	\$ 22.88	\$ 34.32	120	40	\$ 16,472.16	12/01-12/19
Call Center	10	\$ 21.61	\$ 32.41	80	30	\$ 27,008.75	12/01-12/12
Data Entry Clerk	5	\$ 22.88	\$ 34.32	80	30	\$ 14,298.75	12/01-12/12
Courier- Mail Room	1	\$ 26.03	\$ 39.05	120	40	\$ 4,685.40	12/01-12/19
Quality Control	3	\$ 22.88	\$ 34.32	80	30	\$ 8,579.25	12/01-12/12
<u>ABSENTEE - TEMP</u>							
Absentee Specialist	8	\$ 24.15	\$ 36.23	144	40	\$ 39,414.37	12/1-12/22
Executive Assistant	1	\$ 25.42	\$ 38.13	144	40	\$ 5,185.68	12/1-12/22
Courier - Fleet Coordinator Mail Room	2	\$ 29.59	\$ 44.39	144	40	\$ 12,073.54	12/1-12/22
Courier- Mail Room	1	\$ 26.03	\$ 39.05	144	40	\$ 5,310.12	12/1-12/22
<u>ADVANCE VOTING - TEMP</u>							
Advance Voting Trainer	6	\$ 7.62	\$ 47.66	144	40	\$ 18,026.83	12/1-12/22
Advance Voting Compliance Officers	4	\$ 25.42	\$ 38.13	64	26	\$ 10,473.04	
AV Trainers & AV Compliance Gas stipends	10					\$ -	
Executive Assistant	1	\$ 25.42	\$ 38.13	64	26	\$ 2,618.26	
Adv Voting Regional Coordinator 2-LEAD	1	\$ 30.50	\$ 45.76	144	40	\$ 6,222.82	12/1-12/22
Advance Voting Regional Coordinator 2	4	\$ 26.69	\$ 40.04	144	40	\$ 21,779.86	12/1-12/22
Advance Voting - Manager	18	\$ 29.23	\$ 43.85	64	26	\$ 54,197.98	
Advance Voting - Asst. Mgr	36	\$ 25.42	\$ 38.13	64	26	\$ 94,257.36	
Advance Voting - Clerk	54	\$ 21.61	\$ 32.42	64	26	\$ 120,191.47	
Reserves - AV Clerk - Training	37	\$ 21.61	\$ 32.42	8	-	\$ 6,395.67	
TOTAL TEMP LABOR COSTS	332					\$ 1,093,952.99	

ALL Temp Agencies Bid Summaries JULY TO DECEMBER 2025

*** Total Lowest all bidders

*** Abacus Corporation

Total Billing	2025 Mark up Rate
---------------	-------------------

27% Non-couriers mark up
37% Couriers higher mark up- same as PY's

Jul-25	\$	1,156,704.93
Nov-25	\$	3,038,985.33
Dec-25	\$	1,124,308.17
	\$	<u>5,319,998.43</u>

CORP TEMPS

Total Billing	2025 Mark up Rate
---------------	-------------------

34% Non-couriers mark up
36% Couriers higher mark up- same as PY's

Jul-25	\$	1,199,327
Nov-25	\$	3,156,429
Dec-25	\$	1,164,878
	\$	<u>5,520,633</u>

Note> No due to performance issues prior contracts for Elections dept.
per Nadine Williams.

Dover Staffing

Total Billing	2025 Mark up Rate
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38%

Jul-25	\$	1,230,922
Nov-25	\$	3,241,287
Dec-25	\$	1,195,374
	\$	<u>5,667,584</u>

Focus People Inc.

Total Billing	2025 Mark up Rate
---------------	-------------------

33%

Jul-25	\$	1,186,345
Nov-25	\$	-
	no bid in file for NOV election	
Dec-25	\$	1,152,085
	\$	<u>2,338,430</u>
	3 Elections only	

New World Employment, dba Snelling/ Hirequest Inc

Total Billing	2025 Mark up Rate
---------------	-------------------

31%

Jul-25	\$	1,164,049
Nov-25	\$	3,065,198
Dec-25	\$	1,130,433
	\$	<u>5,359,680</u>

2nd Total lowest bidder

Nitelines USA, Inc

Total Billing	2025 Mark up Rate
---------------	-------------------

39% Reg Billed Mark up rate

Jul-25	\$	1,239,835	50% OT mark up run-offs
Nov-25	\$	3,209,063	40% OT mark up June, NOV
Dec-25	\$	1,204,030	
	\$	<u>5,652,929</u>	

PSC/ MUNICIPAL Primary Run-off JULY 15, 2025 (If runoff election is necessary)

Fulton County Department of Registration & Elections

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Formula		Start & End Dates
						Billed Amounts		
<u>Election Coordinators & Assistants - TEMP</u>								
Election Regional Coordinator 1	3	\$ 23.51	\$ 35.27	184	30	\$ 16,151.37	7/1-7/31	
Election Regional Coordinator 2	7	\$ 26.69	\$ 40.04	184	30	\$ 42,784.07	7/1-7/31	
Election Regional Coordinator 2-LEAD	1	\$ 30.50	\$ 45.75	184	30	\$ 6,984.50	7/1-7/31	
Executive Assistant	1	\$ 25.42	\$ 38.13	184	30	\$ 5,821.18	7/1-7/31	
Instructors	2	\$ 38.89	\$ 58.34	24	0	\$ 1,866.72		
Class Assistants	2	\$ 20.34	\$ 30.51	24	0	\$ 976.32		
<u>VOTER EDUCATION / ADMIN - TEMP</u>								
Executive Assistant	1	\$ 25.42	\$ 38.13	160	20	\$ 4,829.80	7/1-7/24	
Voter Education Officers	2	\$ 26.69	\$ 40.04	184	50	\$ 13,825.42	7/1-7/31	
<u>Community Engagement Mobile Outreach Vehicle</u>								
Drivers	3	\$ 35.62	\$ 53.43	80	20	\$ 11,754.60		
<u>SUPPLIES & LOGISTICS - TEMP</u>								
Executive Assistant	1	\$ 25.42	\$ 38.13	184	40	\$ 6,202.48	7/1-7/31	
Courier - Fleet Coordinator	5	\$ 29.59	\$ 44.39	120	40	\$ 26,631.00	7/1-7/18	
Couriers	20	\$ 26.03	\$ 39.05	120	40	\$ 93,708.00	7/1-7/18	
Couriers	30	\$ 26.03	\$ 39.05	120	40	\$ 140,562.00	7/1-7/18	
AB Drop Box / Supply Couriers	8	\$ 23.29	\$ 34.94	120	20	\$ 27,948.00	7/1-7/18	
Reconciliation	16	\$ 21.61	\$ 32.42	120	20	\$ 51,864.00	7/1-7/18	
<u>INFORMATION TECHNOLOGY - TEMPS</u>								
Executive Assistant	1	\$ 25.42	\$ 38.13	184	50	\$ 6,583.78	7/1-7/31	
IT System Specialists- LEAD	3	\$ 29.23	\$ 43.85	184	50	\$ 22,711.71	7/1-7/31	
IT System Specialists	20	\$ 27.96	\$ 41.94	184	50	\$ 144,832.80	7/1-7/31	
Technicians- AV & ED	20	\$ 27.96	\$ 41.94	80	40	\$ 78,288.00	AV & ED 7/3-7/16	
<u>REGISTRATION - TEMP</u>								
Front Office Specialists	4	\$ 22.88	\$ 34.32	144	40	\$ 18,670.08		
Call Center	10	\$ 21.61	\$ 32.42	88	30	\$ 28,741.30		
Data Entry Clerk	5	\$ 22.88	\$ 34.32	88	30	\$ 15,215.20		
Courier- Mail Room	1	\$ 26.03	\$ 39.05	144	40	\$ 5,310.12		
			\$ -					
Quality Control	3	\$ 22.88	\$ 34.32	88	30	\$ 9,129.12		
<u>ABSENTEE - TEMP</u>								
Absentee Specialist	8	\$ 24.15	\$ 36.23	144	40	\$ 39,412.80		
Executive Assistant	1	\$ 25.42	\$ 38.13	144	40	\$ 5,185.68		
Courier - Fleet Coordinator Mail Room	2	\$ 29.59	\$ 44.39	144	40	\$ 12,072.72		
<u>ADVANCE VOTING LOCATIONS - TEMP</u>								
Advance Voting Trainer	6	\$ 31.77	\$ 47.66	160	40	\$ 41,936.40	1 Week Adv Voting	
Advance Voting Compliance Officers	4	\$ 25.42	\$ 38.13	64	19	\$ 9,405.40		
AV Trainers & AV Compliance Gas stipends	10	\$ 50.00				\$ 500.00		
Executive Assistant	1	\$ 25.42	\$ 38.13	64	19	\$ 2,351.35		
Advance Voting Regional Coordinator 2-LEAD	1	\$ 30.50	\$ 45.75	160	40	\$ 6,710.00		
Advance Voting Regional Coordinator 2	4	\$ 26.69	\$ 40.04	160	40	\$ 23,487.20		
Advance Voting - Manager	17	\$ 29.23	\$ 43.85	64	19	\$ 45,964.18		
Advance Voting - Asst. Mgr	34	\$ 25.42	\$ 38.13	64	19	\$ 79,945.90		
Advance Voting - Clerk	51	\$ 21.61	\$ 32.42	64	19	\$ 101,945.18		
Reserves - AV Clerk - Training	37	\$ 21.61	\$ 32.42	8	-	\$ 6,396.56		
TOTAL TEMP LABOR COSTS	345					\$ 1,156,704.93		

PSC/ MUNICIPAL General Election-- NOV 4, 2025									
Fulton County Department of Registration & Elections			Name of Temp Agency		Abacus Corporation				
100-265-2653-1160 General Election									
							Formula		
1160 SALARIES - TEMPORARY	#	PAY Rate	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	BILLED AMOUNTS	Start date	End date
Election Coordinators & Assistants - TEMP									
Election Regional Coordinator 1	3	\$ 18.50	\$ 23.51	\$ 35.27	520	70	\$ 44,081.25	2-Sep	30-Nov
Election Regional Coordinator 2	7	\$ 21.00	\$ 26.69	\$ 40.04	520	70	\$ 116,768.75	2-Sep	30-Nov
Election Regional Coordinator 2-LEAD	1	\$ 24.00	\$ 30.50	\$ 45.75	520	70	\$ 19,062.50	2-Sep	30-Nov
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	520	50	\$ 15,124.90	2-Sep	30-Nov
Instructors	6	\$ 30.60	\$ 38.89	\$ 58.34	150	30	\$ 45,501.30		
Class Assistants	4	\$ 16.00	\$ 20.34	\$ 30.51	150	0	\$ 12,204.00		
VOTER EDUCATION / ADMIN - TEMP									
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	480	40	\$ 13,726.80	8-Sep	30-Nov
Voter Education Officers	2	\$ 21.00	\$ 26.69	\$ 40.04	880	80	\$ 53,380.80	2-Jul	30-Nov
Community Engagement Mobile Outreach Vehicle									
Drivers- CDL licensed	3	\$ 26.00	\$ 35.62	\$ 53.43	100	30	\$ 15,494.70	18-Aug	30-Nov
SUPPLIES & LOGISTICS - TEMP									
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	600	60	\$ 17,539.80	18-Aug	30-Nov
Courier - Fleet Coordinator	5	\$ 21.60	\$ 29.59	\$ 44.39	440	60	\$ 78,415.00	16-Sep	30-Nov
Couriers	20	\$ 19.00	\$ 26.03	\$ 39.05	360	60	\$ 234,276.00	1-Oct	30-Nov
Couriers	30	\$ 19.00	\$ 26.03	\$ 39.05	240	60	\$ 257,706.00	20-Oct	30-Nov
AB Drop Box / Supply Couriers	8	\$ 17.00	\$ 23.29	\$ 34.94	280	60	\$ 68,940.80	9-Oct	30-Nov
Reconciliation	8	\$ 17.00	\$ 21.61	\$ 32.42	200	20	\$ 39,763.20	27-Oct	30-Nov
Reconciliation	8	\$ 17.00	\$ 21.61	\$ 32.42	160	20	\$ 32,848.00	3-Nov	30-Nov
INFORMATION TECHNOLOGY - TEMPS									
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	600	100	\$ 19,065.00	18-Aug	30-Nov
IT System Specialists- LEAD	3	\$ 23.00	\$ 29.23	\$ 43.85	480	150	\$ 61,821.45	8-Sep	30-Nov
IT System Specialists	20	\$ 22.00	\$ 27.96	\$ 41.94	480	150	\$ 394,236.00	8-Sep	30-Nov
Technicians- work AV & ED	18	\$ 22.00	\$ 27.96	\$ 41.94	152	70	\$ 129,342.96	1-Oct	14-Nov
REGISTRATION - TEMP									
Front Office Specialists	4	\$ 18.00	\$ 22.88	\$ 34.32	600	50	\$ 61,776.00	18-Aug	30-Nov
Call Center	10	\$ 17.00	\$ 21.61	\$ 32.42	320	50	\$ 85,359.50	6-Oct	30-Nov
Data Entry Clerk	5	\$ 18.00	\$ 22.88	\$ 34.32	520	50	\$ 68,068.00	18-Aug	14-Nov
Courier- Mail Room	2	\$ 19.00	\$ 26.03	\$ 39.05	520	50	\$ 30,976.20	8-Sep	30-Nov
Quality Control	3	\$ 18.00	\$ 22.88	\$ 34.32	600	50	\$ 46,332.00	18-Aug	30-Nov
ABSENTEE - TEMP									
Absentee Specialists	8	\$ 19.00	\$ 24.15	\$ 36.23	640	60	\$ 141,038.40	11-Aug	30-Nov
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	640	60	\$ 18,556.60	11-Aug	30-Nov
Courier - Fleet Coordinator Mail Rm (VR/AB)	2	\$ 21.60	\$ 29.59	\$ 44.39	600	60	\$ 40,834.80	18-Aug	30-Nov
Courier- Mail Room	1	\$ 19.00	\$ 26.03	\$ 39.05	480	60	\$ 14,837.40	8-Sep	30-Nov
ADVANCE VOTING LOCATIONS - TEMP									
Advance Voting Trainer	6	\$ 25.00	\$ 31.77	\$ 47.66	480	100	\$ 120,093.60	8-Sep	30-Nov
Advance Voting Compliance Officers	4	\$ 20.00	\$ 25.42	\$ 38.13	160	62	\$ 25,725.04		
AV Trainers & AV Compliance Gas stipends	10	\$ 50.00		\$ -			\$ 1,500.00		
Executive Assistant	1	\$ 20.00	\$ 25.42	\$ 38.13	160	62	\$ 6,431.26		
Advance Voting Regional Coordinator 2-LEAD	1	\$ 24.00	\$ 30.50	\$ 45.75	520	100	\$ 20,435.00	2-Sep	30-Nov
Advance Voting Regional Coordinator 2	4	\$ 21.00	\$ 26.69	\$ 40.04	520	100	\$ 71,531.20	2-Sep	30-Nov
Advance Voting - Manager	17	\$ 23.00	\$ 29.23	\$ 43.85	160	62	\$ 125,723.50		
Advance Voting - Asst. Mgr	34	\$ 20.00	\$ 25.42	\$ 38.13	160	62	\$ 218,662.84		
Advance Voting - Clerk	51	\$ 17.00	\$ 21.61	\$ 32.42	142	62	\$ 259,011.66		
Reserves - AV Clerk - Training	37	\$ 17.00	\$ 21.61	\$ 32.42	16	-	\$ 12,793.12		
TOTAL TEMP LABOR COSTS	351						\$ 3,038,985.33		

PSC/ MUNICIPAL General Run-off DEC 2, 2025 (If runoff election is necessary)							
Fulton County Department of Registration & Elections							
						Formula	
1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	BILLED AMOUNTS	Start & End Dates
<u>Election Coordinators & Assistants - TEMP</u>							
Election Regional Coordinator 1	3	\$ 23.51	\$ 35.27	144	30	\$ 13,330.17	12/1-12/23
Election Regional Coordinator 2	7	\$ 26.69	\$ 40.04	144	50	\$ 40,915.77	12/1-12/23
Election Regional Coordinator 2-LEAD	1	\$ 30.50	\$ 45.75	160	50	\$ 7,167.50	12/1-12/30
Executive Assistant	1	\$ 25.42	\$ 38.13	144	50	\$ 5,566.98	12/1-12/23
Instructors	2	\$ 38.89	\$ 58.34	24	0	\$ 1,866.72	
Class Assistants	2	\$ 20.34	\$ 30.51	24	0	\$ 976.32	
<u>VOTER EDUCATION / ADMIN - TEMP</u>							
Executive Assistant	1	\$ 25.42	\$ 38.13	120	10	\$ 3,431.70	12/1-12/19
Voter Education Officers	2	\$ 26.69	\$ 40.04	120	50	\$ 10,409.10	12/1-12/19
<u>Community Engagement Mobile Outreach Vehicle</u>							
Drivers	3	\$ 35.62	\$ 53.43	80	20	\$ 11,754.60	
<u>SUPPLIES & LOGISTICS - TEMP</u>							
Executive Assistant	1	\$ 25.42	\$ 38.13	144	40	\$ 5,185.68	12/01-12/23
Courier - Fleet Coordinator	5	\$ 29.59	\$ 44.39	120	40	\$ 26,631.00	12/01-12/19
Couriers	20	\$ 26.03	\$ 39.05	120	40	\$ 93,708.00	12/01-12/19
Couriers	30	\$ 26.03	\$ 39.05	120	40	\$ 140,562.00	12/01-12/19
AB Drop Box / Supply Couriers	8	\$ 23.29	\$ 34.94	120	20	\$ 27,948.00	12/01-12/19
Reconciliation	16	\$ 21.61	\$ 32.42	120	16	\$ 49,789.44	12/01-12/19
<u>INFORMATION TECHNOLOGY - TEMPS</u>							
Executive Assistant	1	\$ 25.42	\$ 38.13	144	50	\$ 5,566.98	
IT System Specialists- LEAD	3	\$ 29.23	\$ 43.85	160	50	\$ 20,607.15	
IT System Specialists	20	\$ 27.96	\$ 41.94	160	50	\$ 131,412.00	
Technicians- AV , ED	18	\$ 27.96	\$ 41.94	56	34	\$ 53,850.96	
<u>REGISTRATION - TEMP</u>							
Front Office Specialists	4	\$ 22.88	\$ 34.32	120	40	\$ 16,473.60	12/01-12/19
Call Center	10	\$ 21.61	\$ 32.42	80	30	\$ 27,012.50	12/01-12/12
Data Entry Clerk	5	\$ 22.88	\$ 34.32	80	30	\$ 14,300.00	12/01-12/12
Courier- Mail Room	1	\$ 26.03	\$ 39.05	120	40	\$ 4,685.40	12/01-12/19
Quality Control	3	\$ 22.88	\$ 34.32	80	30	\$ 8,580.00	12/01-12/12
<u>ABSENTEE - TEMP</u>							
Absentee Specialist	8	\$ 24.15	\$ 36.23	144	40	\$ 39,412.80	12/1-12/22
Executive Assistant	1	\$ 25.42	\$ 38.13	144	40	\$ 5,185.68	12/1-12/22
Courier - Fleet Coordinator Mail Room	2	\$ 29.59	\$ 44.39	144	40	\$ 12,072.72	12/1-12/22
Courier- Mail Room	1	\$ 26.03	\$ 39.05	144	40	\$ 5,310.12	12/1-12/22
<u>ADVANCE VOTING LOCATIONS - TEMP</u>							1 Week Adv Voting
Advance Voting Trainer	6	\$ 31.77	\$ 47.66	144	40	\$ 38,886.48	12/1-12/22
Advance Voting Compliance Officers	4	\$ 25.42	\$ 38.13	64	26	\$ 10,473.04	
AV Trainers & AV Compliance Gas stipends	10	\$ 50.00				\$ 500.00	
Executive Assistant	1	\$ 25.42	\$ 38.13	64	26	\$ 2,618.26	
Advance Voting Regional Coordinator 2-LEAD	1	\$ 30.50	\$ 45.75	144	40	\$ 6,222.00	12/1-12/22
Advance Voting Regional Coordinator 2	4	\$ 26.69	\$ 40.04	144	40	\$ 21,779.04	12/1-12/22
Advance Voting - Manager	17	\$ 29.23	\$ 43.85	64	26	\$ 51,181.73	
Advance Voting - Asst. Mgr	34	\$ 25.42	\$ 38.13	64	26	\$ 89,020.84	
Advance Voting - Clerk	51	\$ 21.61	\$ 32.42	64	26	\$ 113,517.33	
Reserves - AV Clerk - Training	37	\$ 21.61	\$ 32.42	8	-	\$ 6,396.56	
TOTAL TEMP LABOR COSTS	344					\$ 1,124,308.17	



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0469

Meeting Date: 6/18/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a recommended proposal - Fulton County Department of Real Estate and Asset Management, RFP#25RFP14005K-CRB, Health & Human Services South Facility Feasibility Study in the total amount not to exceed \$497,966.00, with Sizemore Group, LLC (Atlanta, GA), to provide planning, engineering and design services of Health and Human Services ("HHS") by delivering a feasibility study for the County's future planned and long-term needs of new HHS South services facility. Effective upon issuance of Notice to Proceed (NTP) for one (1) year, with an option to extend for one (1) additional year, at the County's sole discretion.

Requirement for Board Action

In accordance with Purchasing Code Section 102-375, all competitive sealed proposals 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 Recognizing the need for the expansion of delivery of Health and Human Services programming, Fulton County has been developing a comprehensive plan for the modern County-owned Health and Human Services (HHS) facilities in three specific areas and locations in the County: North Alpharetta, South Atlanta, and the City of South Fulton.

The current operations of this group are spread throughout South Fulton County, with the principal

locations being; the South Annex across the street at 5600 Stonewall Tell Rd (64,484 sq. ft.) Behavioral Health and Disabilities Center (13,625 sq. ft.) - 2605 Fairburn Road, and H. J. C. Bowden Senior Multi-Purpose Facility (25,000) at 2885 Church Street, East Point. The facilities are spread out and as such do not present a consolidated location for services.

The purpose of this project is to assess the overall needs of County's HHS services and evaluate the feasibility of a new modern facility, to create new spaces with a healthy and welcoming atmosphere that meet the future needs and support animal care services in South Fulton.

The following are overall objectives and goals:

- Assess future and long-term service levels, program requirements and space needs.
- Conduct innovative space programming and design for the new facility and maximize the space flexibility and efficiency.
- Determine if the intended location is the best location for the new facility based on service requirements.
- Project overall cost and identify possible financing options
- Ensure the County is informed of the best possible options.
- Provide comparative analyses of benchmark counties/jurisdictions.
- Design and program modeling.

Scope of Work: The planning and design of Health and Human Services ("HHS") facilities to provide a feasibility study for the County's planned new HHS South services facility. The primary objective for this project is to assess the overall needs of the County's HHS services, evaluate the feasibility of a new modern facility to consolidate HHS services in South Fulton County to meet the future and long-term needs of Fulton County in its efforts to support Health & Human services.

The Feasibility Study shall consist of three phases, but not limited to:

- Phase 1: Feasibility Study
- Phase 2: Site Evaluation and Review
- Phase 3: Conceptual Design

Community Impact: The new Health and Human Services facility will meet the future and long-term needs for the citizens of South Fulton and surrounding areas that can access these critical services.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of proposal.

After reviewing, and evaluating, the four (4) qualified firms' proposals, and consideration of all available information related to the requirements and evaluation criteria of the RFP #25RFP14005K-CRB the Evaluation Committee has determined that the following proposal submitted by Sizemore Group, LLC (97.25%) is the recommended Architectural Firm to provide planning, engineering and design services for the Health and Human Services South Feasibility Study until contract completion as determined by Fulton County.

The recommended Architectural Firm will work in collaboration with the DREAM's Building Construction team and the County's Health and Human Services representatives.

Project Implications: This contract's intent is to assess the overall needs of County's HHS services and evaluate the feasibility of a new modern facility, to create new spaces with a healthy and welcoming atmosphere that meet the future needs and support animal care services.

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If this proposal is not approved, the County does not have the capacity, or the expertise, to perform the required feasibility study, planning, and design services for the Health and Human Services South Facility Feasibility Study for Fulton County.

Contract Modification No, this is a new procurement

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

Contract Value: \$497,966.00

Prime Vendor: Sizemore Group, LLC
Prime Status: Small Business Enterprise (SBE)
Location: Atlanta, GA
County: Fulton County
Prime Value: \$120,066.00 or 24.11%

Subcontractor Vendor: Technical Survey Services
Subcontractor Status: White Female Business Enterprise
Location: Conyers, GA
County: Rockdale County
Subcontractor Value: \$50,000.00 or 10.04%

Subcontractor Vendor: PES Structural Engineers
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$60,000.00 or 12.05%

Subcontractor Vendor: AHA Engineers
Subcontractor Status: Non-Minority
Location: Alpharetta, GA
County: Fulton County
Subcontractor Value: \$229,500.00 or 46.09%

Subcontractor Vendor: AHA Engineers
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$38,400.00 or 7.71%

Total Contract Value: \$497,966.00 or 100.00%
Total Certified Value: \$170,060.00 or 34.15%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Contractor's Performance Report

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

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$497,966.00
TOTAL: \$497,966.00

Grant Information Summary

Amount Requested:	<input type="checkbox"/> Cash
Match Required:	<input type="checkbox"/> In-Kind
Start Date:	<input type="checkbox"/> Approval to Award
End Date:	<input type="checkbox"/> Apply & Accept
Match Account \$:	

Fiscal Impact / Funding Source

Funding Line 1: 9999-500-520-5200-F056-F056-FAC-500NCA

Key Contract Terms	
Start Date: Effective upon issuance of Notice to Proceed	End Date: One (1) year
Cost Adjustment:	Renewal/Extension Terms: Option to extend for one (1) year at the Fulton County's sole discretion

Overall Contractor Performance Rating: 94**Would you select/recommend this vendor again?**

Yes

Report Period Start:
1/20/2025**Report Period End:**
3/2/2025



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: April 30, 2025

PROJECT: 25RFP140054K-CRB - Health and Human Services South Feasibility Study

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Fulton County Department of Real Estate and Asset Management.

Four (4) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. CDH Partners, Inc.
2. Sizemore Group, LLC
3. TVS Design Companies, Inc.
4. Ware Malcomb, Inc.

After review of the technical proposals, oral presentations were held with each proposer below:

1. Sizemore Group, LLC
2. Ware Malcomb, Inc.

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Sizemore Group, LLC** with a total score of **97.25%**, is the recommended vendor for the award of **25RFP140054K-CRB - Health and Human Services South Feasibility Study**.

Evaluation Committee Recommendation Letter

April 30, 2025

Page | 2

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

Signed by:

Lynnette Allen

83CFC203EE72400...

Lynnette Allen, Program Evaluation Specialist Senior
Behavioral Health and Developmental Disabilities

Signed by:

Jovita Fenwick

67A88A2409EF4E6...

Jovita Fenwick, Social Services Program Manager
Fulton County Library System

Signed by:

Robert Frady

0CE29F37D5EE414...

Robert Frady, Management Policy Analyst IV
County Manager

DocuSigned by:

Kweli Rashied-Henry

CC2157A99DB6455...

Kweli Rashied-Henry, Deputy Director
Fulton County Senior Services

DocuSigned by:

Carlos S. Thomas

FFBB8921F1354F0...

Carlos Thomas, Division Manager – Community Development
Department of Community Development

Evaluation Committee Recommendation Letter

April 30, 2025

EVALUATION CRITERIA	WEIGHT	Sizemore Group, LLC	Ware Malcomb, Inc.
Project Plan/Approach to Work	40.00	40.00	32.00
Qualifications of Key Personnel	15.00	14.25	13.50
Relevant Project Experience/Past Performance	25.00	25.00	21.25
Local Preference	5.00	5.00	5.00
Service-Disabled Veterans Preference	2.00	0.00	0.00
Cost Proposal	13.00	13.00	7.00
TOTAL SCORE:	100.00	97.25	78.75

**To sum Total Score columns highlight the row and press F9*

Performance Evaluation Details

ID	E2
Project	Standby Professional Services for A&E
Project Number	23RFP138733K-BKJ(A)
Supplier	Sizemore Group
Supplier Project Contact	Crystal Callwood (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	01/20/2025 to 03/02/2025
Effective Date	03/03/2025
Evaluation Type	Formal
Interview Date	03/03/2025
Expectations Meeting Date	03/28/2025
Status	Completed
Publication Date	03/03/2025 03:00 PM EST
Completion Date	03/03/2025 03:00 PM EST
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING 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

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.

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

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.

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

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.

TECHNICAL SUPPORT DURING CONSTRUCTION

20/20

Rating

Outstanding: Expedited and thorough review of Contractor submissions at all times.

Comments

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.

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

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.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0470

Meeting Date: 6/18/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to utilize Cooperative Purchasing - Department of Real Estate and Asset Management, Omnia Partners Public Sector Contract #R190303 Office Supplies, Related Products and Services in the total amount not to exceed \$150,000.00 with ODP Business Solutions, LLC, formerly Office Depot, Inc. (Norcross, GA), to provide copy paper and related supplies as needed Countywide for the remainder of 2025. Effective July 1, 2025 through December 31, 2025.

Requirement for Board Action

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

Requesting approval to utilize Cooperative Purchasing to provide and delivery copy paper and related supplies on an "as-needed" basis to Countywide Departments for the remainder of FY2025.

Scope of Work:

This Cooperative Purchasing Contract is competitively procured by Region 4 Education Service

Center, as the principal procurement agency, in partnership with OMNIA Partners, a national purchasing organization of which the County is participating as a public agency.

The key benefits of utilizing this contract include the following:

- The vendor will delivery directly to the location of requesting agency, which will result in a reduction in fuel consumption by DREAM delivery vehicles; allowed County personnel to be assigned to other logistical work.
- Required less warehouse space to store paper.
- Next day delivery service.
- The County will receive a 1~2 % in rebates.

Community Impact: None that the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The copy paper and related supplies are coordinated and managed by the Department of Real Estate and Asset Management, Material Management Division.

Project Implications: This Cooperative Purchasing Contract provides all the necessary paper products needed to support various Countywide agencies

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If this Cooperative Purchasing Contract is not approved, the Department will not have the ability to provide copy paper and related supplies for Countywide agencies for the remainder of FY2025.

Contract Modification: No, this is a new procurement.

Contract & Compliance Information

Exhibits Attached

Exhibit 1: Renewal Award of Contract #R190303

Exhibit 2: Office Supplies, Related Products and Services Contract #R190303

Exhibit 3: Cooperative Purchasing Justification and Approval Form

Exhibit 4: Contractor's Performance Report

Exhibit 5: ODP Tariff Increases 2025

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

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

700-520-5201-1713: Internal Services, Real Estate and Asset Management, Inventory Supplies-
\$150,000.00

Key Contract Terms	
Start Date: 7/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start: 1/1/2025
Report Period End: 3/31/2025

Region 4 Education Service Center (ESC)

Contract # R190303

for

Office Supplies, Related Products and Services

with

Office Depot, Inc.

Effective: June 1, 2019 revised to be effective July 1, 2019

The following documents comprise the executed contract between the Region 4 Education Service Center and Office Depot, Inc., effective June 1, 2019 revised to be effective July 1, 2019:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference
- III. Memo incorporating Office Depot effective date of June 1, 2019 revised to be effective July 1, 2019



Request for Contract Update

Pursuant to the terms of contract number R190303 and R190502 for Office Supplies, Related Products & Services and Educational Supplies. Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Office Depot, Inc. hereby provides notice of the following update on
(Contractor)
 this date May 10, 2019.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**

 Addition
 Deletion
 Supporting Documentation

☐ **Products/Services**

 New Addition
 Update Only
 Supporting Documentation

☐ **States/Territories**

 Supporting Documentation

☐ **Price Update**

 Supporting Documentation

☐ **Discontinued Products/Services**

 Supporting Documentation

☒ **Other** Contract Start Notification

 X Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Office Depot wishes to begin both of the recently awarded contracts; Office R190303 & Educational Supplies
R190502 on the same day to provide the most consistent customer experience. We are opting to align with the
Educational supplies contract begin date of July 1, 2019. Request letter is attached.

Submitted By: Susan Cummings

Title: Vice President, Public Sector

Email Address: susan.cummings@officedepot.com

☐ **Approved by Email:** Date 5/22/2019

☐ **Denied by Email:** Date

DocuSigned by:
Region 4 ESC Robert Engelmann
 0B1D33BB0130490...



May 10, 2019

Robert Zinglemann,
Chief Financial Officer Finance and Operations Services
Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77095

RE: Office Supplies, Related Products & Services Contract R190303
Educational School Supplies Contract R190502

Dear Mr. Zinglemann:

Office Depot is honored to have been recently awarded the contracts for Office Supplies R190303, effective June 1, 2019 and Educational School Supplies R190502 effective July 1, 2019. We look forward to once again partnering with Region 4 to bring this world class contract to our valued customers.

So that we can provide a consistent contract transition solution to all our agencies, Office Depot is electing to delay the start of the Office contract to align with the effective date of the School contract, July 1, 2019.

Please let us know if you need any additional details or clarification as it pertains to our plan to shift the start of the new contract R190303 to July 1, 2019 and end the current contract R141703 on June 30, 2019.

Sincerely,

A handwritten signature in blue ink, appearing to read "Susan Cummings", with a stylized flourish at the end.

Susan Cummings
Vice President, Public Sector

cc: Christine Dorantes, OMNIA Partners Public Sector

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Office Depot, Inc
Address 6600 North Military Trail
City/State/Zip Boca Raton, FL 33496
Telephone No. 561-438-4800
Email Address Susan.Cummings@OfficeDepot.com
Printed Name Susan Cummings
Title Vice President, Public Sector
Authorized Signature [Signature]

Accepted by Region 4 ESC:

Contract No. R190303Initial Contract Term June 1, 2019 to May 31, 2024Faye B. Bryant
Region 4 ESC Authorized Board Member4/23/19
DateFaye B. Bryant
PrincipalCarmen T. Moreno
Region 4 ESC Authorized Board Member4/23/19
DateCarmen T. Moreno
Print Name

APPENDIX A

This Contract ("Contract") is made as of June 1, 2019 by and between Office Depot, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Office Supplies, Related Products and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals number RFP #19-03 for Office Supplies, Related Products and Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with National IPA.

- 1) Term of agreement. The Contract is for a period of five (5) years. Region 4 ESC shall have the right to renew the Contract for five (5) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing one hundred eighty days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal

iv. RFP and any addenda

- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. At Contractor's discretion, purchase orders and payment may be made to Authorized Distributor/Dealer. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC shall issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of

concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Either party may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect six months after the other party receives the notice of cancellation. After the 180th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and

conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Office Depot may institute a Fifty Dollar (\$50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. The price set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding \$50.00. Additional freight charges may apply for items exceeding 70lbs in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverage, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Invoice are due thirty (30) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payment to Contractor; (b) Region 4 ESC is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

In the event of extenuating market conditions, Region 4 ESC and Contractor may elect to implement an increase on products, goods and materials affected by uncertainties in the marketplace. Requests for extenuating market conditions will follow the US Trade Representative website: <https://ustr.gov>, or other indices, U.S. domestic micro-economic

fluctuations, changes in paper and raw materials, including but not limited to transportation, shipping material, etc. Should the terms of the extenuating market conditions change, the increase will be altered, reduce or eliminated as expediently as possible. Contractor will provide written justification to Region 4 ESC before implementing the increase.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC all manufacturer-supplied end-user warranties.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to:

moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall endeavor to give Region 4 ESC a minimum of thirty (30) days' notice of any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Tab 1: Draft Contract and Offer and Contract Signature Form (Appendix A)

Tab 1: Draft Contracts and Offer and Contract Signature Form (Appendix A)

APPENDIX A
DRAFT CONTRACT

*This Contract ("Contract") is made as of _____, 201X by and between **Office Depot, Inc.** ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Office Supplies, Related Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals number RFP #19-03 for Office Supplies, Related Products and Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with National IPA.

- 1) Term of agreement. The Contract is for a period of five (5) years. Region 4 ESC shall have the right to renew the Contract for five (5) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing ~~three hundred sixty-five~~ ninety (90) days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer

Tab 1: Draft Contract and Offer and Contract Signature Form (Appendix A)

- iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
 - 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
 - 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
 - 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
 - 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
 - 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment ~~shall can only~~ be made to the ~~Contractor~~ Authorized Distributor/Dealer unless otherwise approved by Region 4 ESC Contractor. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
 - 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC ~~shall may~~ issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work,

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documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
 - c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
 - d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
 - e) Standard Cancellation. ~~Either party~~ Region 4 ESC may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

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- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Office Depot shall institute a Fifty Dollar (\$50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. The pricing set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding \$50.00. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Invoices are due twenty (20) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payments to Contractor; (b) Region 4 ESC is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Core Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All Core price increases must be supported by manufacturer documentation, or a formal cost justification letter will be submitted to Region 4 ESC for approval. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All Core price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

In the event of extenuating market conditions, Contractor reserves the right to adjust Region 4 ESC's prices commensurately

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

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- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, ~~in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.~~ Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model ~~and if the discount is the same or greater than the discontinued model.~~
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. ~~Pricing shall be equivalent to the percentage discount for other products.~~ Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, ~~is discounted similarly or greater than the original discount,~~ and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC all manufacturer-supplied end-user warranties.~~
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work

Tab 1: Draft Contract and Offer and Contract Signature Form (Appendix A)

- at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
 - 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
 - 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
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 - 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
 - 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
 - 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall ~~endeavor to~~ give Region 4 ESC a minimum of ~~thirty~~ ~~ten~~ (30) days' notice ~~prior to~~ any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
 - 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

APPENDIX B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)



Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

NOTE: All page references pertain to the page the exception item resided on in the original RFP as published.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2. c. viii./Page 14	Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.	As a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.	
1.2 Last paragraph/Page 16	Marketing, Sales and Administrative Support. Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this RFP.	Office Depot is offering an Administrative Fee of 1.202% on Contract Sales. Technology products and truckload paper are excluded from the Fee.	

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

2.1/Page 18	Corporate Commitment	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies. Office Depot strikes (2).	
2.2/Page 18	Pricing Commitment	Office Depot strikes this Section. In customer scenarios where a cooperative contract is in use, Office Depot offers competitive pricing to all customers, in the aggregate, based on several factors, including, but not limited to, the total volume of spend, customers' unique service level requirements, buying patterns, product mix, and Office Depot's cost to purchase products. However, in this scenario, Office Depot is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU level.	
2.3/Page 18	2.3 Sales Commitment	Supplier commits to aggressively market the Master Agreement <u>as its go to market strategy in this defined sector</u> and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Office Depot strikes 'as its go to market strategy in this defined sector'.	
3.3 K./Page 21	Marketing and Sales	State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This information is Proprietary and Confidential.	
3.3 M./Page 21	Marketing and Sales	Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). Office Depot strikes this section in its entirety.	
3.3 N./Page 21	Marketing and Sales	Strike this Section. "Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as	

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

		<p>Contract Sales to OMNIA Partners under the Master Agreement.</p> <p>iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).</p> <p>iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation."</p>	
Appendix A Draft Contract #25/Page 5	Registered Sex Offender Restrictions	<p>Registered sex offender restrictions – if Region 4 ESC agrees that Office Depot representatives delivering product on site does not qualify as "working when students are or are reasonably expected to be present", then Office Depot can agree to the terms of this section. If not, then delete this section.</p> <p>Office Depot employment practices make every effort to ensure that we do not employ known sex offenders. We expect and hold our subcontractors to the same level of employment standards.</p>	

Appendix A exceptions from OFFICE DEPOT with response from Region 4 ESC and OMNIA Partners (4/26/19)

1. 19-03Proposal – Term of Agreement

- 1) Term of agreement. The Contract is for a period of five (5) years. Region 4 ESC shall have the right to renew the Contract for five (5) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing ~~three hundred sixty-five~~ ninety (90) days' notice to Region 4 ESC.

Answer: Return original language of 365 days. Ninety days is not enough time to resolicit a new RFP.

Office Depot understands that 90 day is inadequate time and is counter-proposing six (6) month notice to Region 4 ESC.]

Counter Response: OK with "one hundred eighty 180 days' notice to Region 4 ESC."

2.0 19-03Proposal- Adding Authorized Distributors

authorized and signed by Region 4 ESC.

- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment ~~shall can only~~ be made to the ~~Contractor~~ Authorized Distributor/Dealer unless otherwise approved by ~~Region 4 ESC Contractor~~. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

Answer: Alternate language:

*Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. **At Contractor's discretion**, purchase orders and payment **may be made to Authorized Distributor/Dealer**. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.*

Office Depot accepts alternate language. **Counter Response: Acknowledged.**

3. 19-03 Termination of Contract

- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC ~~shall may~~ issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

Answer: OK.

4. 19-03 Standard Cancellation

- e) Standard Cancellation. Either party~~Region 4 ESC~~ may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Answer: Return to original language.

Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Office Depot requires mutual termination rights. Insert additional language: Office Depot may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect six months after the other party receives the notice of cancellation.

Counter Response: Region 4's requirement has changed since last agreement and all standard cancellation is a Region 4 sole option.

2nd Counter Response: Confirm the revision to the Standard Cancellation language:

Standard Cancellation. Either party may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect six months after the other party receives the notice of cancellation. After the 180th business day all work will cease following completion of final purchase order. - Accepted

5. 19-03 Delivery

- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Office Depot shall institute a Fifty Dollar (\$50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. The pricing set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding \$50.00. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

Answer: Ok with language, however, request to change "Office Depot shall" to "Office Depot may". Office Depot has elected to offering other delivery methods

Counter Response: Need acknowledgement on 5. 19-03 14) Delivery

2nd Counter Response #5 Delivery is acknowledged. - Thank you

6. 19-03 Inspection & Acceptance

- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

Answer: OK.

7. 19-03 Payment

- 16) Payments. Invoices are due twenty (20) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payments to Contractor; (b) Region 4 ESC is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

Answer: Ok with language at *"thirty (30) days from the date of invoice."*, not *"twenty (20) days from the date of invoice."* Office Depot accepts alternate language. **Counter Response: Acknowledged.**

8. 19-03 Price Adjustments

- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Core Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All Core price increases must be supported by manufacturer documentation, or a formal cost justification letter will be submitted to Region 4 ESC for approval. ~~Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC.~~ Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All Core price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

In the event of extenuating market conditions, Contractor reserves the right to adjust Region 4 ESC's prices commensurately

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

Answer: Return to original language with alternative language paragraph (in red):

Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4

ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

In the event of extenuating market conditions, Region 4 ESC and Contractor may elect to implement an increase on products, goods and materials affected by uncertainties in the marketplace. Requests for extenuating market conditions will follow the US Trade Representative website: <https://ustr.gov>, or other indices, U.S. domestic micro-economic fluctuations, changes in paper and raw materials, including but not limited to transportation, shipping material, etc. Should the terms of the extenuating market conditions change, the increase will be altered, reduce or eliminated as expediently as possible. Contractor will provide written justification to Region 4 ESC before implementing the increase.

Office Depot accepts alternate language with inserted additional language, as shown in blue.

Counter Response: Agreed to alternative language.

9. 19-17 Audit Rights

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense~~Region 4 ESC~~ reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, ~~in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.~~Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

Answer: OK.

10. 19-03 Discontinued Products

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model ~~and if the discount is the same or greater than the discontinued model.~~

Answer: Return to original language. Prefer to keep discount percentage.

Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. Office Depot accepts alternate language. Counter Response: Acknowledged.

11. 19-03 New Products/Services

- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. ~~Pricing shall be equivalent to the percentage discount for other products.~~ Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, ~~is discounted similarly or greater than the original discount,~~ and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

Answer: Return to original language. Prefer to keep discount percentage.

New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause. Office Depot accepts alternate language.

Counter Response: Acknowledged.

12.19-03 Warranty

- 22) Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC all manufacturer-supplied end-user warranties.~~

Answer: OK

13. 19-03 Certificate of Insurance:

- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall endeavor to give Region 4 ESC a minimum of ~~thirtyten~~ (430) days' notice ~~prior to~~ any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

Answer: OK.

14. Revision to Alternative to Rebates Agreement, attached. Office Depot accepts alternate language and is attached. Counter Response: Acknowledged.

*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY
OFFICE DEPOT'S LEGAL DEPARTMENT

ALTERNATIVE TO REBATE THE
COOPERATIVE PURCHASING NETWORK
PIGGYBACK CONTRACT

BETWEEN
 <PARTICIPATING AGENCY>
 AND
 OFFICE DEPOT, INC.

This ~~Alternative to Rebate Piggyback~~ Contract ("Contract") ~~of~~ is made and entered into this <DATE> ("Effective Date"), by and between <PARTICIPATING AGENCY> (hereinafter referred to as the "Customer"), and Office Depot, Inc., a Delaware corporation with corporate headquarters located at 6600 North Military Trail, Boca Raton, FL 33496 (hereinafter referred to as "Office Depot").

WITNESSETH:

WHEREAS, on _____, 2019, and effective as of _____, 2019, Region 4 Education Service Center The Cooperative Purchasing Network ("REGION 4 ESC") awarded Office Depot Region 4 ESC Agreement Contract No. _____ for Office Supplies, Related Products and Office Services (the "Master Agreement"), ~~which permits government entities~~ to purchase goods and services ("Product") in accordance with terms and conditions set forth in the Master Agreement;

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement) may purchase Product at prices stated in the Master Agreement. Customer has chosen to become a participating government agency under the Master Agreement, and Customer has registered with REGION 4 ESC to become a participating government agency and is eligible to purchase under the Master Agreement; and

WHEREAS, the undersigned representative of Customer is authorized, on behalf of Customer, to contract with Office Depot for the purchase of the office supplies and services in accordance with the terms of the Master Agreement and this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. INCORPORATION OF MASTER AGREEMENT.

The purpose of this Contract is to allow the Customer to purchase supplies from Office Depot at the discounted prices set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Master Agreement (excepting any terms and conditions relating to price and cost) conflict with any terms and conditions of this Contract (the "**Supplemental Terms**"), the Supplemental Terms shall prevail.

2. CREDIT TERMS.

Customer's credit limit shall be established by Office Depot's credit department. Office Depot reserves the right to lower Customer's credit limit or refuse to ship any orders if at any time: (a) Customer's account is materially past due and Customer has not responded with a reasonable response within three (3) business days of written notice of said delinquency to work with Office Depot to resolve the issues; (b) in Office Depot's commercially reasonable opinion, Customer's credit standing becomes impaired as a result of Customer's payment habits having slowed down

*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY
OFFICE DEPOT'S LEGAL DEPARTMENT

to an unsatisfactory level with all non-critical suppliers including Office Depot; (c) Customer's financial condition becomes unstable based on Customer's financial reports or reputable third party ratings, or (d) if there are severe risk alerts from reputable third party credit bureaus.

3. NOTICES.

All notices, requests, demands and other communications under this Contract shall be given in

*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY
OFFICE DEPOT'S LEGAL DEPARTMENT

writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer:	Agency Name Address City, ST, Zip Attn: Participating Agency Contact (Signator)
To Office Depot:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Susan Cummings, Vice President, Public Sector
with a copy to:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Office of the General Counsel

4. TERMINATION FOR CONVENIENCE.

Either party may terminate this Contract for convenience by providing the other party sixty (60) days prior written notice.

5. ALTERNATIVE TO REBATES.

As provided in the Master Agreement, Office Depot is offering, and Customer has agreed to accept, lower prices on select items in lieu of anticipated rebate dollars. The selected item or set of items that receive lower prices will be determined upon mutual written agreement of Office Depot and Customer. The price for each of these items may change with thirty (30) days prior notice to Customer. The prices and assortment of these select items may be updated by Office Depot in writing to Customer, including email. Quarterly reviews will be conducted to evaluate Customer Spend (as defined in the Master Agreement) to ensure the "in lieu of rebate pricing savings" coincide with the Agency Annual Volume Rebate (as defined in the Master Agreement) that would have otherwise been earned if this alternative to rebates had not been agreed upon. Any overages in dollars that would have been earned under the Agency Annual Volume Rebate in excess of \$200.00 will be paid to the Customer by check within ninety (90) days of the end of the calendar year. Any overages less than \$200.00 will be forfeited.

IN WITNESS WHEREOF, Customer and Office Depot have executed this Contract on the Effective Date.

OFFICE DEPOT, INC.

<PARTICIPATING AGENCY>

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

[Office Depot accepts alternate language.](#)

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

APPENDIX B
TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)



Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

NOTE: All page references pertain to the page the exception item resided on in the original RFP as published.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2. c. viii./Page 14	Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.	As a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.	
1.2 Last paragraph/Page 16	Marketing, Sales and Administrative Support. Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this RFP.	Office Depot is offering an Administrative Fee of 1.202% on Contract Sales. Technology products and truckload paper are excluded from the Fee.	

Answer: 2.c.viii.Page 14 - Region 4 to acknowledge 2.c.viii/Page 14

Answer: 1.2 Last paragraph/Page16 - OMNIA – Cannot agree to exception/proposed modification to 1.2 Last paragraph/Page 16 Office Depot response. [REDACTED]

[REDACTED] Office Depot accepts alternate language and has updated the administrative agreement to align.

Counter Response: OMNIA Partners cannot agree to the alternate language and update located within the administrative agreement edited 4.22.19. OMNIA Partners will agree to keeping the [REDACTED] Fee.

2nd Counter Response: Region 4 has agreed to default back to the Standard Cancellation that includes mutually terminated language (see revise language below), as long, as it is agreed that "All contract sales are at [REDACTED] OMNIA Partners has provided the redline (for review) and the PDF Admin Agreement_edits_final for signature. - Accepted

Answer: 2.1/Page 18 to 3.3M/Page 21 – OK by OMNIA Partners, National IPA

Office Supplies, Office Products & Related Services 2019

Tab 1: Terms and Conditions Acceptance Form (Appendix B)



2.1/Page 18	Corporate Commitment	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies. Office Depot strikes (2).	
2.2/Page 18	Pricing Commitment	Office Depot strikes this Section. In customer scenarios where a cooperative contract is in use, Office Depot offers competitive pricing to all customers, in the aggregate, based on several factors, including, but not limited to, the total volume of spend, customers' unique service level requirements, buying patterns, product mix, and Office Depot's cost to purchase products. However, in this scenario, Office Depot is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU level.	
2.3/Page 18	2.3 Sales Commitment	Supplier commits to aggressively market the Master Agreement <u>as its go to market strategy in this defined sector</u> and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Office Depot strikes 'as its go to market strategy in this defined sector'.	
3.3 K./Page 21	Marketing and Sales	State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This information is Proprietary and Confidential.	
3.3 M./Page 21	Marketing and Sales	Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). Office Depot strikes this section in its entirety.	

Answer: 3.3 N./Page 21 Marketing and Sales – OMNIA Partners is seeking clarification from Office Depot on 3.3 N/Page 21. Based on the “Strike this Section” response, please explain your plan to utilize this contract.

3.3 N./Page 21	Marketing and Sales	Strike this Section. "Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as	
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14



RETAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS -
EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT

Office Supplies, Office Products & Related Services 19-03

1: Terms and Conditions Acceptance Form (Appendix B)



		Contract Sales to OMNIA Partners under the Master Agreement. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation."	
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Office Depot is eager to expand the current customer base and will continue to actively promote the contract to public agencies. Additionally, we will promote the solutions available within the contract to increase the engagement of those using the Region 4 ESC contract today as we believe it provides compelling values and reduces agency administrative costs.

Office Depot will evaluate each Public Agency solicitation and respond with the appropriate response which could be another OMNIA cooperative program or a direct proposal not involving OMNIA based on the structure of the solicitation.

Agencies submitting their own solicitation, and such solicitation defines that a cooperative and/or alternative responses may be proposed and the Region 4 ESC agreement is applicable, Office Depot will provide the Region 4 ESC contract as a viable alternative to agencies own agreement. In such instances

whereby an agency accepts/agrees to utilize the Region 4 ESC contract, that contract will be established as the contract of record, and be administered within the contractual requirements of the Region 4 ESC/OMNIA Partners, Public Sector contract.

When an agency is currently utilizing the Region 4 ESC contract and issues a solicitation that aligns with the terms and conditions of their current Region 4 ESC agreement, Office Depot shall elect to respond using the terms and conditions of the current R4ESC contract.

Agencies requesting a specific program will receive an offer for that program and upon any subsequent award would implement and manage the contract directly with the respective agency, without further reporting to OMNIA Partner, Public Sector.

Counter Response: Acknowledged.

Answer: Appendix A Draft Contract #25/Page 5 -Acknowledged.

Appendix A Draft Contract #25/Page 5	Registered Sex Offender Restrictions	Registered sex offender restrictions – if Region 4 ESC agrees that Office Depot representatives delivering product on site does not qualify as "working when students are or are reasonably expected to be present", then Office Depot can agree to the terms of this section. If not, then delete this section. Office Depot employment practices make every effort to ensure that we do not employ known sex offenders. We expect and hold our subcontractors to the same level of employment standards.	
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Solicitation 19-03

**REQUEST FOR PROPOSAL
OFFICE SUPPLIES,
RELATED PRODUCTS
& SERVICES**

Proposal



OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY



January 22, 2019

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77095

Dear Region 4 ESC Review Committee:

We appreciate the opportunity to present you with our comprehensive proposal to Solicitation 19-03 for Office Supplies. Our team has prepared a complete package that will demonstrate our capabilities to provide Office Supplies to Region 4 ESC & participating public agencies with unparalleled service, expertise, and unprecedented value and savings.

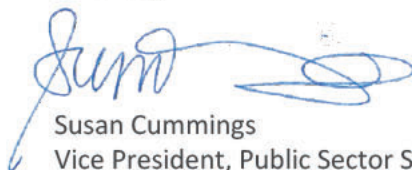
Our team believes our RFP response demonstrates our passion for your business, our enthusiasm to understand and exceed your expectations, and our desire to present a sustainable offer that will allow for the success and growth of all parties. New contract innovations include:

- Innovation pricing strategies to align with the shift in public procurement trends
- Customizable Core list capabilities for meaningful added values
- Enhanced Rebate Incentives

For more than 30 years Office Depot has been committed to our customers by providing best-in-class products and services. Our collective team is dedicated and aligned to the success of Region 4 ESC and all the agencies associated with this contract. We have enjoyed working alongside Region 4 ESC and its cooperative partners since 1997 with various contracts, including Office & School Supplies, Janitorial Supplies, Managed Print. We do not take this relationship for granted and truly appreciate the opportunity to serve Region 4 ESC.

The entire Office Depot team would be honored to earn an award of Solicitation 19-03. Should you have any questions or concerns, please feel free to reach out directly to either me or Valya Broyer, our National Director of Strategic Partnerships.

Sincerely,



Susan Cummings
Vice President, Public Sector Strategy
Office Depot, Inc.





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Tab One:

Draft Contract and Offer and Contract Signature Form (Appendix A)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03





OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 1: Draft Contract and Offer and Contract Signature Form (Appendix A)

Tab 1: Draft Contracts and Offer and Contract Signature Form (Appendix A)

APPENDIX A
DRAFT CONTRACT

*This Contract ("Contract") is made as of _____, 201X by and between **Office Depot, Inc.** ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Office Supplies, Related Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals number RFP #19-03 for Office Supplies, Related Products and Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with National IPA.

- 1) Term of agreement. The Contract is for a period of five (5) years. Region 4 ESC shall have the right to renew the Contract for five (5) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing ~~three hundred sixty-five~~ ninety (90) days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer

Tab 1: Draft Contract and Offer and Contract Signature Form (Appendix A)

- iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment ~~shall can only~~ be made to the ~~Contractor~~ Authorized Distributor/Dealer unless otherwise approved by Region 4 ESC Contractor. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC ~~shall may~~ issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.
- Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work,

Tab 1: Draft Contract and Offer and Contract Signature Form (Appendix A)

documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
 - c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
 - d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
 - e) Standard Cancellation. ~~Either party~~ Region 4 ESC may cancel this Contract in whole or in part by providing written notice to the other party. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

Tab 1: Draft Contract and Offer and Contract Signature Form (Appendix A)

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Office Depot shall institute a Fifty Dollar (\$50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a special handling fee. The pricing set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding \$50.00. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance to the terms and conditions of Contractor's return policy located at www.officedepot.com and incorporated by reference. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Invoices are due twenty (20) days from the date of invoice. Contractor shall establish Region 4 ESC's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Region 4 ESC is delinquent in making payments to Contractor; (b) Region 4 ESC is in breach of any resulting agreement; or (c) Region 4 ESC's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Core Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All Core price increases must be supported by manufacturer documentation, or a formal cost justification letter will be submitted to Region 4 ESC for approval. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All Core price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

In the event of extenuating market conditions, Contractor reserves the right to adjust Region 4 ESC's prices commensurately

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

Tab 1: Draft Contract and Offer and Contract Signature Form (Appendix A)

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model ~~and if the discount is the same or greater than the discontinued model.~~
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. ~~Pricing shall be equivalent to the percentage discount for other products.~~ Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, ~~is discounted similarly or greater than the original discount,~~ and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC all manufacturer-supplied end-user warranties.~~
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work

Tab 1: Draft Contract and Offer and Contract Signature Form (Appendix A)

- at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
 - 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
 - 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
 - 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
 - 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
 - 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
 - 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall ~~endeavor to~~ give Region 4 ESC a minimum of ~~thirtyten (30)~~ ~~days' notice~~ ~~prior to~~ any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
 - 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Tab 1: Draft Contract and Offer and Contract Signature Form (Appendix A)

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	<u>Office Depot, Inc</u>
Address	<u>6600 North Military Trail</u>
City/State/Zip	<u>Boca Raton, FL 33496</u>
Telephone No.	<u>561-438-4800</u>
Email Address	<u>Susan.Cummings@OfficeDepot.com</u>
Printed Name	<u>Susan Cummings</u>
Title	<u>Vice President, Public Sector</u>
Authorized Signature	_____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Tab 1: Draft Contract and Offer and Contract Signature Form (Appendix A)

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Tab One:

Terms and Conditions Acceptance Form (Appendix B)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03





OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY



Tab 1: Terms and Conditions Acceptance Form (Appendix B)

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

APPENDIX B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)



Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

NOTE: All page references pertain to the page the exception item resided on in the original RFP as published.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2. c. viii./Page 14	Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.	As a large global company, Office Depot is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.	
1.2 Last paragraph/Page 16	Marketing, Sales and Administrative Support. Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this RFP.	Office Depot is offering an Administrative Fee of 1.202% on Contract Sales. Technology products and truckload paper are excluded from the Fee.	

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

2.1/Page 18	Corporate Commitment	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies. Office Depot strikes (2).	
2.2/Page 18	Pricing Commitment	Office Depot strikes this Section. In customer scenarios where a cooperative contract is in use, Office Depot offers competitive pricing to all customers, in the aggregate, based on several factors, including, but not limited to, the total volume of spend, customers' unique service level requirements, buying patterns, product mix, and Office Depot's cost to purchase products. However, in this scenario, Office Depot is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU level.	
2.3/Page 18	2.3 Sales Commitment	Supplier commits to aggressively market the Master Agreement <u>as its go to market strategy in this defined sector</u> and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Office Depot strikes 'as its go to market strategy in this defined sector'.	
3.3 K./Page 21	Marketing and Sales	State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This information is Proprietary and Confidential.	
3.3 M./Page 21	Marketing and Sales	Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). Office Depot strikes this section in its entirety.	
3.3 N./Page 21	Marketing and Sales	Strike this Section. "Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as	

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

		<p>Contract Sales to OMNIA Partners under the Master Agreement.</p> <p>iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).</p> <p>iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation."</p>	
Appendix A Draft Contract #25/Page 5	Registered Sex Offender Restrictions	<p>Registered sex offender restrictions – if Region 4 ESC agrees that Office Depot representatives delivering product on site does not qualify as "working when students are or are reasonably expected to be present", then Office Depot can agree to the terms of this section. If not, then delete this section.</p> <p>Office Depot employment practices make every effort to ensure that we do not employ known sex offenders. We expect and hold our subcontractors to the same level of employment standards.</p>	

Tab 1: Terms and Conditions Acceptance Form (Appendix B)

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Tab Two:

Products/Pricing National Market Basket (Appendix E)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03





OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 2: Products & Pricing

Scope of Products and Services

It is the intention of Region 4 ESC to establish a contract with Offeror(s) for office supplies, related products and services. Offerors are encouraged to propose their complete catalog, products and services including but not limited to the following categories:

- **Office Supplies:** General office supplies shall include but not limited to office consumables, paper, toner, IT peripherals and office equipment

Office Depot holds a current contract with Region 4 ESC for office supplies, R141703. With 30 years of experience partnering with local government and school districts, Office Depot continues to evolve our portfolio. We continue as your trusted supply partner, but we recognize that modern supplies are beyond tradition. Therefore, Office Depot invests in partners and resources to best identify and offer a new spectrum of supply curations and solutions. From tools to tech to interiors to healthy school solutions; our goal is to offer “modern supplies” and services that best drive our belief in high-quality teaching, learning, and business frameworks. With this, we look forward to our work with Region 4 and a future of empowering modern districts and learners across the country.

True to our mission of helping our customers work better, Office Depot has invested in understanding the challenges of working in the modern Education landscape. Our organization continues to expand and refine our services to Education through our Commitment to Learning™ initiatives! To do this better, we have established an internal professional learning community including prior educators who work as “voice of educator” with our business teams. In this, Office Depot is better equipped to listen and understand key educational insights to best support the work of learners and educators across the country.

As a full-service supply company, a national furniture dealer (Workspace Interiors by Office Depot™), and with recent investment in our innovative technology company CompuCom™ we are proud to share a full spectrum of modern, relevant, and holistic services. Below you will find the full spectrum and explanation of our K-12 offerings: Healthy Schools, Modern Learning Resources, Services, and of course supplies!

- **School Supplies:** General educational supplies shall include but not limited to educational consumables, paper, toner, IT peripherals and school equipment
 - School supply consumables

Office Depot holds a current contract with Region 4 ESC for school supplies, R141605. Office Depot has partnered with leading educational suppliers such as:

- | | |
|---------------------|-----------------|
| • Binney & Smith | • Pacon |
| • Carson Dellosa | • Scholar Craft |
| • Creative Teaching | • Scholastic |
| • Evan-Moor | • Sax Art |

These partnerships will allow our customers to have access, through Office Depot’s online ordering system, to over 6,000 instructional materials and classroom products, including:

- Arts and crafts supplies
- Teacher resources
- Classroom decorations
- Puzzles, games, and flash cards
- Boards and school equipment
- Professional development products
- Classroom supplies
- Instructional materials

Office Depot also offers comfortable, quality furniture and products that help simplify difficult tasks, improve organization, and contribute directly to an improved learning environment. Additionally, we carry a wide range of fundraising and school-branded merchandise to help build school spirit and generate revenue.

○ Paper

Office Depot has developed strong relationships with many mills. We are the largest paper supplier in the office supplies channel in North America. Because of the volume we buy, we can greatly influence the mills on the specs. If needed, we can create a new SKU that we do not currently offer to meet the purchasing needs of our Schools.

Office Depot has aligned ourselves with the largest copy paper supplier in North America to best support our customers and distribution centers. This partner is Domtar, who has been Office Depot's vendors of choice for years. By funneling as much business as possible through this resource, we have lowered the cost-to-serve for Office Depot and have become the single largest paper buyer for this supplier. In fact, Office Depot is one of the largest buyers of paper in the world today. This guarantees us aggressive pricing in the market, which in turn we pass on to our Region 4 Participating Agencies.

Our strategic relationships have also improved the efficiency of our supply chain and have allowed for more accurate forecasting of our purchases. As a result, the flow of goods is much smoother for our vendors, without the peaks, valleys and spot buys of the past leading to consistent access for School operations.

Due to the volatility of the paper market, we have no formal written agreement with any of our paper suppliers. We will continue to react as the market changes and work to offer Region 4 Participating Agencies the most advantageous cost in the bid process. Our strategic relationship and large volume will work in our favor when the paper market changes. With our partnerships securely in place, we will be assured steady shipments of goods when other suppliers may be struggling.

Office Depot offers many recycled paper solutions and has several enhancements to its branded lineup of copy, inkjet and laser papers that may be of interest to Region 4 Participating Agencies. Office Depot also offers 100% recycled Office Depot paper and Domtar FSC Earth choice paper.

Office Depot's enhanced branded offerings consist of the following papers: Premium White Copy Paper, Premium Enviro Copy Recycled Copy Paper, Platinum Super White Copy Paper, Premium Inkjet Paper,

Premium Laser Paper, Platinum Color Inkjet Paper, Platinum Color Laser Paper and Platinum Color Copy Paper.

Approximately 90% of the cut-sheet papers sold by Office Depot is certified by one of the four main responsible forestry certification standards, CSA, FSC, PEFC or SFI.

Non-Cut Sheet Paper Solutions: Office Depot offers over 1,000 non-cut sheet paper products in the Green Book.

Office Depot introduced Office Depot Green, a line of products including paper, that are designed to be very Green with environmentally friendly packaging and high recycled content in the product and packaging.

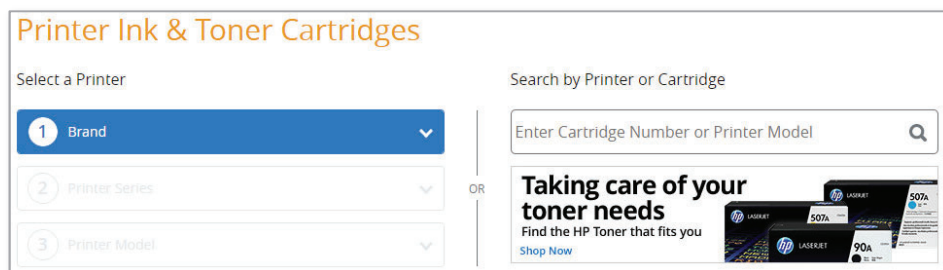
Increased Recycled Content: Perhaps the most noteworthy change in the Office Depot lineup concern environmental performance is that all red top copy paper is 0% PCW and the Green top copy paper is currently at 30%.

Additionally, all Office Depot brand paper is now elemental chlorine free, employing an advanced brightening process to reduce pollution while enabling the production of bright, white paper.

○ Toner

Office Depot sells more ink and toner worldwide than any other reseller. We use this buying power as leverage to acquire the best volume discounts, as well as promotional support to drive down costs and increase sales in the category. We typically order in pallet and/or truckload quantity, allowing us to have the lowest unit price. Office Depot has a low-cost structure for receiving, picking, packing and delivering product to the end user.

Office Depot offers both OEM, remanufactured, and third-party OEM toner products. We offer a comprehensive toner reference in both our hard copy and online catalogs. Our print catalog clearly identifies whether an item is OEM, remanufactured, or third-party OEM and provides both the manufacturer and manufacturer's part number.



Our website identifies product descriptions, toner yields, and the status of the toner cartridge as either OEM, remanufactured, or third-party OEM.

Office Depot branded cartridges are an important way for customers to save procurement dollars while maintaining the same quality as OEM products:

Quality: Independent industry experts regularly test Office Depot brand cartridges. Our cartridges provide print quality and page yield equal to the National brands.

Remanufactured – Not Refilled: The plastic core of the ink and toner cartridges is refurbished while ALL critical components are replaced or refurbished and 100% post-production tested.

- Toner New! Doctor Blade – Refurbished or New (Primary)
- Drum New! Charge Roller Refurbished or New
- Wiper Blade New! 100% of Cartridges Post Construction Tested!

Guaranteed Performance: Office Depot ink, toner, and fax supplies carry a 100% Satisfaction Guarantee. In addition, using an Office Depot brand supply will not void the printer warranty. Office Depot will cover any printer expense as a result of a faulty cartridge.

Savings: We produce most Office Depot ink and toner cartridges with the empty cartridges we collect through our recycling program.

Along with OEM toner and ink cartridges, Office Depot's private brand cartridges represent national brand quality offered at a substantial discount in price to the consumer. All Office Depot private brand products are backed with a 100% satisfaction guaranteed policy. In fact, quite often the Original Manufacturer is actually the source for many of our private brand products. On Office Depot's BSD web site, remanufactured cartridges are clearly identified with the words "remanufactured cartridge" and yields are indicated in the electronic catalog.

We also can provide free collection boxes with pre-paid shipping labels for inkjet or laser returns. Once the box is full, return it at no cost – the postage is paid.

- IT peripherals

Office Depot, Inc. is a highly qualified vendor for Technology Products, Services and Solutions. We can accommodate a nationwide demand for product/services and fulfill obligations for our customers nationwide. Office Depot, Inc. will provide the products and associated services offered in this RFP response. Therefore, Office Depot, Inc. hereby offers our complete catalog of products and services, including but not limited to the following categories:

Computer Hardware

Servers, Desktops, Notebooks, Laptops, Tablets

Office Depot holds a current contract with Region 4 ESC for technology, R160204. Computers have become an absolutely essential aspect of our everyday life. Whether it's a desktop computer, a lightweight laptop/notebook, or a touch-tablet, there is a device to fit all needs. Not only has the personal style of computers changed, but the processing power of these machines has consistently advanced under a 'doubling effect' (known as Moore's Law).





The K-12 space has experienced some of the most significant impacts. Environments consisting of a single teacher operating a single desktop quickly morphed into an entire computer lab environment, augmenting the actual curriculum to include 'computer training' like any other field of study. Fast forward to the modern age and computers 'as a field of study' have shifted to computers 'as a learning tool.' 1-to-1 and BYOD environments are now a standard for the modern classroom, and the advent of the Chromebook Android devices is propelling us toward an Internet-based learning space.

Technology and its components are a universal language; all entities and organizations within all vertical segments depend on being communication, research, and collaboration. Behind the scenes of every user-device (or 'client') is the device that manages them; the server. Servers are the backbone of the client device and are available in a wide variety of forms factors and functionalities. Tower, rack or blade designs can be infused with remote, power or safety management features, all of which make it possible to manage a network, share files across the user-spectrum, manage resource access rights, send/receive email, host a website, manage a cloud environment, or simply maintain smooth print management.

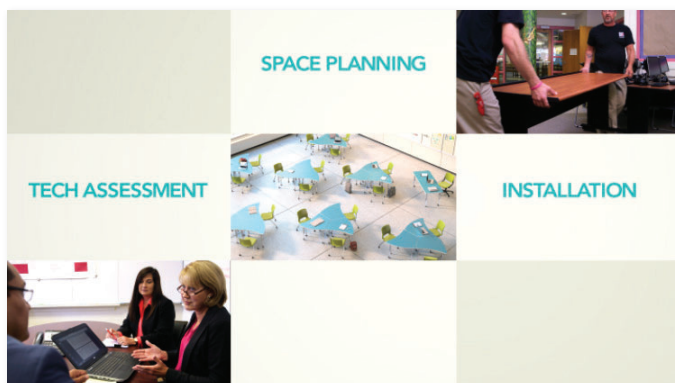


Office Depot, Inc. has strategic relationships with the top market leaders in the computer systems industry. Our Technology Solutions professionals are trained and expertly positioned to meet the needs and demands of the modern-age Public Sector organization.

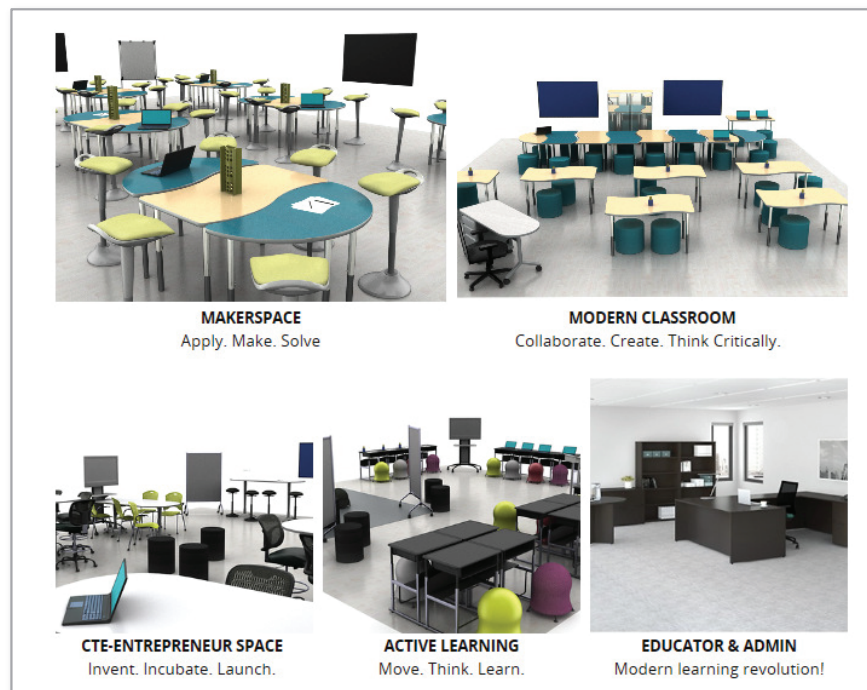
- School equipment

Learning is now student driven and active. To best accommodate modern learning, environments today transcend the confines of the traditional "classroom". Office Depot has curated a variety of modern environment concepts. These concepts, designed by Office Depot with insights from our education team and feedback from our educator partners across the country, reflect common modern learning trends.

Office Depot provides complete classroom furniture solutions. Whether the need is centered on matching and expanding existing facilities or providing new progressive classroom solutions, Office Depot has



products to the meet your style and budgetary requirements to furnish the needs of your Participating Schools. We offer an in-stock program for those times that you just can't wait, along with quick-ship options and custom capabilities. We also offer Modern Learning Concepts that are aligned to instructional practices for modern learners. Our goal is to free up your time for the learning/teaching environment while we take care of your planning, design, and furnishing requirements at contract value pricing.



- **Copy and Print Services:** Provide copy and print services with the ability to ship materials

Office Depot holds a current contract with Region 4 ESC for Managed Print Services, R171404, which provides for a comprehensive end to end solution for all printing services that Office Depot can provide, to include Copy & Print, Promotional Materials and more. Included are the details of this contract offer.

The following is an overview of the Copy and Print services we will provide to our Region 4 ESC participating and eligible agencies:

Solution Overview

- High-quality, low-cost document services
 - Everyday low prices on digital copying and printing
 - Additional high-volume discount pricing
 - Leverage print spend to increase the Region 4 ESC rebate
 - Forms management
 - Digital document archiving
 - Sales collateral, including flyers, brochures, handouts, and other items
 - Specialty printing

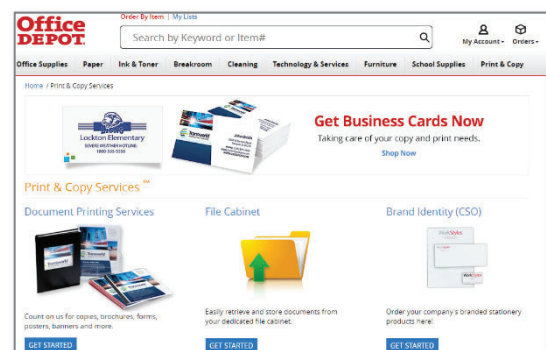
- State-of-the-art marketing services
 - Stationery programs: business cards, letterhead, and envelopes
 - Promotional products like apparel, branded give-aways, and mugs
 - Business identity programs, including name plates, badges, and memo pads
 - Stamps and daters
 - Signs, posters, and banners
 - Direct mail and marketing services
- Free consultative services for Region 4 ESC participants
 - Dedicated print support
 - Total cost of ownership print spend analysis
 - Print shop partnership services: revenue stream generation and outsourcing services
 - Copier fleet analysis, with an emphasis on reduction opportunities



Document Services

Our web-based Online Print Center is an innovative print ordering service that helps public agencies and non-profits meet everyday printing needs, as well as time-sensitive or confidential print orders. With our integrated, multi-channel Online Print Center program, print orders can be picked up at any of the 1,400 Office Depot or OfficeMax retail locations or customers can opt to save time and mailing cost by having their orders shipped to their preferred destination. Public agencies can place orders online 24/7 from any computer with an internet connection, and upload files to <http://business.officedepot.com>. The Online Print Center requires no initial setup to access an array of digital options that includes:

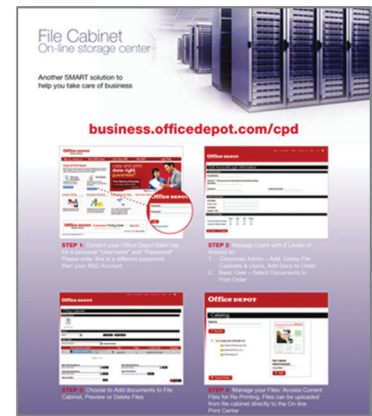
- Black & white or full-color printing
- A variety of paper types and colors, including carbonless paper, linen, cardstock, certificate paper and others
- A selection of document sizes from letter size to large format banners and posters
- Multiple binding options: Spiral, Perfect, Comb, Tape, Saddle Stitch
- Laminating, folding, stapling, Padding, Binder insertion, CD burning, and more



"My Files" Digital Document Archiving

Public sector agencies can conveniently reorder documents by storing preconfigured files in their own secure File Cabinet, an online digital document archiving service that is provided at no cost to Region 4 ESC customers. Benefits of this Digital Archiving service include:

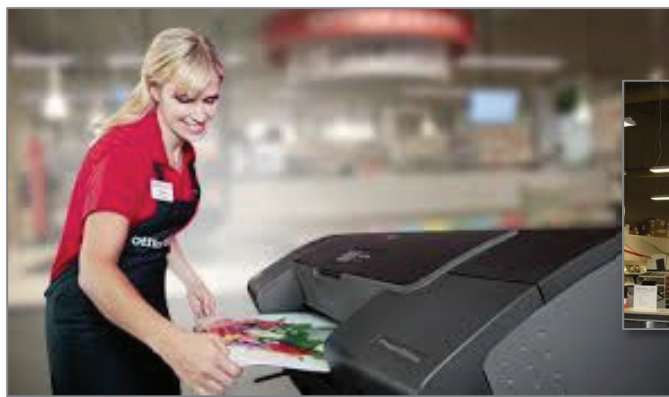
- Black & white or full color printing
- A variety of paper types and colors, including carbonless paper, linen, cardstock, certificate paper and others
- Secure online storage
- Store/Add/Delete/Update and manage files easily online
- Pre-determined users can Access remotely and collaborate from multiple locations
- Easily retrieve documents for reprint
- Preview and access your files securely 24/7
- Files are backed-up automatically
- No need to worry about file size limitations
- Decentralize your print procurement process



Retail Locations

Office Depot has a national network of 1,300 digitally connected retail Copy & Print Centers that can assist our public sector customers on an as-needed basis. They provide:

- Walk-in convenience for copying and project consultation
- Ad hoc and emergency support for even the most unexpected situations
- Locked-in ultra-competitive rates: The Region 4 ESC price list is one of the lowest in the marketplace and valid at all retail locations
- Participating Agencies can do smaller, quick print projects at the new self-serve pay by card printers in our more than 1,300 retail stores in the USA without involving a store associate or waiting in line at the print counter



Regional Print Facilities

Office Depot has six regional print facilities strategically located across the U.S. These closed-door facilities include some of the most advanced technology Xerox offers today. Through these six fully networked facilities, job sharing efficiencies can be maximized for high-volume, fast turn and distribution projects.

Pricing Overview

As one of Xerox's largest customers, Office Depot leverages our document costs to offer Region 4 ESC Agencies a greater savings than their internal copier fleets in most cases.

Digital print pricing is a set price regardless of quantity ordered, highlights include:

Black and White Copies	\$0.024 per impression
Color Copies	\$0.23 per impression
Finishing Services	Additional discounts applied

We are including a copy of the current Office Depot Region 4 ESC digital print pricing in the pricing section that is being provided on our included Flash Drive. Pricing is subject to update/change based on current market conditions, such as the cost of paper, ink, toner, equipment lease fees, etc. All price update notifications are submitted to Region 4 prior to implementation.

High-Volume Project Discounts

For single larger-volume orders, Office Depot offers Region 4 ESC Participating Agencies tiered discounts to take advantage of the lower cost per unit these larger jobs offer.*

Black and White Impressions: Volume discounts

1-250K Impressions	251K-600K Impressions	651K-1M Impressions	1M – 1.5M Impressions	1.5M + Impressions
\$ 0.022	\$ 0.020	\$ 0.018	\$ 0.0143	Will be quoted

Color Impressions: Volume discounts

1-10K Impressions	11K-50K Impressions	50K-75K Impressions	75K + Impressions
\$ 0.21	\$ 0.20	\$ 0.18	Will be quoted

*To obtain the Volume Discount Pricing shown above, your Office Depot representative must be contacted for assistance to assure appropriate pricing is applied at the time of the purchase.

Program Incentive Rebates

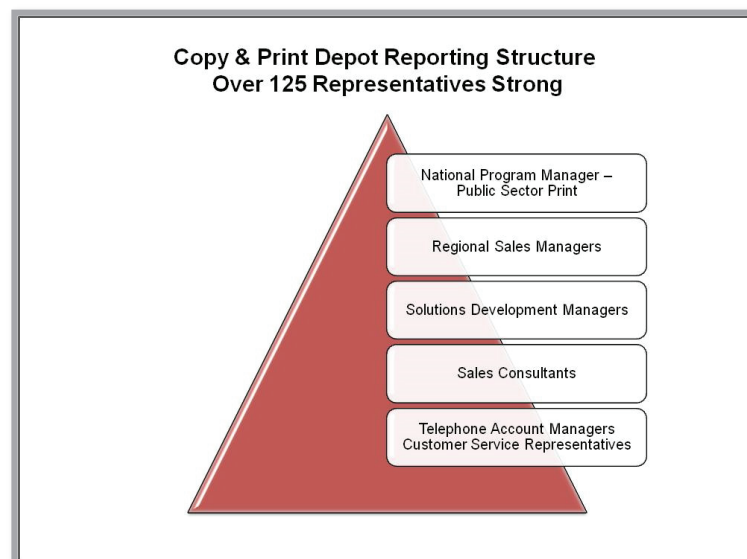
Copy and Print Depot spends count toward the overall annual Region 4 ESC rebate. Customers who spend \$200,000 in the Copy & Print category during the rebate period may also earn the category rebate of 5%. Full rebate details are outlined further in this section.

Adjacency	Achievement \$	Rebate %
Copy & Print	\$200,000+ Annually	5% of Category Spend

Consultative Services

Dedicated Print Support

Office Depot has a team of over 3,000 in-house Xerox-certified print specialists to support public agencies' specific print initiatives. With dedicated national public sector program managers, agencies can be assured that Office Depot understands their specific needs.





ONLY AT OFFICE DEPOT™
xerox
CERTIFIED PRINT SPECIALIST

The Office Depot and Xerox® partnership brings together the power of two trusted, nationally recognized industry leaders to provide a comprehensive digital print solution available only through Office Depot Design, Print & Ship locations throughout the United States.

Print Spend Analysis

The Office Depot Copy & Print team provides a free Total Cost of Ownership analysis to give agencies a comprehensive view of the true cost of their printed materials. Participating public agencies can use this analysis to get a better understanding of how to utilize the Copy & Print Depot print services and leverage copier fleet expenditures, create internal revenue streams, and more.

B/W Copies - PRINT SHOP ANALYSIS				
Item	Lease cost / monthly	Annualized Lease cost	Annual click volume	Cost per click
Equipment Cost	\$ 20,813.00	\$ 249,756.00	7,400,939	\$0.0337
Click Charge	\$ 0.0039			\$0.0039
Paper Cost (per case)	\$ 25.00	\$ 3,700.47		\$0.0005
Maint. Contract	\$ 6,962.00	\$ 83,544.00		\$0.0113
Subtotal				\$0.0494
		Salary	%	
Waste			0%	\$0.0000
Labor*	2 FTE @ \$15/hr	\$62,400		\$0.0084
Distribution Costs				\$0.0000
Real Estate Charges				\$0.0000
Utilities				\$0.0000

- **Financial impact study:** Office Depot will show the effects of a Copy & Print program on your rebate dollars and bottom line.
- **Comprehensive implementation:** our detailed list will identify all tasks required to enable a successful launch and smooth transition.
- **Flexible configuration:** Office Depot will accommodate specific agency needs, whether we come on-site, align near-site or a blend of both.

Print Shop Supplementation

The Office Depot Copy & Print team specializes in introducing products and services that enhance the capabilities of public agencies. We pay for the high-cost technology, software, and labor, and our customers gain access to state of the art solutions from simple black-and-white copies to oversized signs and banners.

- **Enhanced product line up:** agencies can take advantage of new and exciting products and services without the capital investment.
- **Free shipping:** For digital printing and finishing services orders over \$50.00
- **A ready partner for agencies' peak seasons:** Office Depot has the capacity when agencies need us the most.

Additional Solutions

MWBE Spends: Office Depot has multiple minority vendor partners across the United States to help you meet your diversity spend requirements.

Specialized printing: Customers can use Office Depot's nationwide print vendor network to handle their large specialized projects to save budget dollars and ease product distribution.

Green Solutions for Copy and Print

As a company, we're proud to be an industry leader in helping participating and eligible agencies meet their green initiatives. Like our office supply offering, Office Depot's Copy and Print Solution offers the following green benefits:

- Office Depot currently defaults to 30% post-consumer waste paper for printing
- Business cards, forms, letterhead, stationery, and folders are made from varying degrees of postconsumer or recycled content
- Using the Online Print Center and File Cabinet reduces waste when printing only the quantity that is needed
- Fuel and greenhouse gases are reduced when uploading and approving jobs online
- Green promotional products range from organic T-shirts to pens made from recycled-material to reusable tote bags, coffee tumblers and water bottles
- Packaging is 100% recycled, uncolored cardboard
- Green line stamps contain a minimum of 80% recycled plastic
- Green line daters contain a minimum of 75% recycled plastic



Disclaimers

- **Additional signatures:** Office Depot reserves the right to require additional customer signatures when providing copy and print solutions that require inventory liability, onsite services, or forms management.
- **Specialty printing and promotional products** may require specific vendor sourcing depending on customer needs. Shipping charges may apply and will be expressed at the time of order.
- **Pricing** represents the maximum charge and Office Depot reserves the right at its discretion to offer lower pricing based on job size and specifications
- **Promotional Materials and Services:** Items shall include but not limited to various novelty, accessories, wearable, screen printing, engraving

As part of our Region 4 ESC for Managed Print Services, R171404, we are able to provide Promotional Materials and Services. Included are the details of this contract offer.

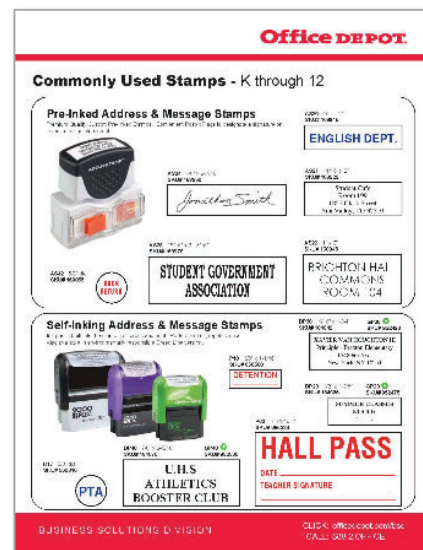
Tab 2: Products & Pricing

Custom Imprints Online

Office Depot provides public sector agencies with the ability to simplify their custom imprint procurement by using our online custom imprints solution. Our specialized assortment includes printed products that are often of nominal or low dollar unit cost, but which can be costly to acquire through traditional manual processes. The Office Depot online solution eliminates those costs.

Products include:

- Custom stamps
- Personalized stationery
- Business envelopes
- Business cards
- Labels and standard forms
- Name plates and badges
- Calendars and greeting cards
- Sticky notes and legal pads
- Imprinted binders and folders



Promotional Products

Office Depot offers a simple way for Region 4 ESC customers, schools and non-profits to create and order promotional products. With over 1,200 promotional products to choose from, customers can find a good solution that suits any budget and style. Our ordering process is simple, with promotional product experts who can help agencies identify the most appropriate products to promote and reinforce their message. For example, agencies can print or engrave information on items such as:

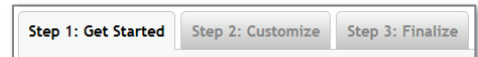
- Writing instruments
- Drinkware
- Calendars
- Desk accessories
- Gifts and awards
- Shirts, hats and other apparel
- Uniforms; school & work
- Sprit & motivational items



Tab 2: Products & Pricing

Promotional products are available to our Region 4 ESC Participating Agencies both online and as custom special orders.

- Online ordering solution
- Shop by category
- Product assortment updates frequently
- Easy on-line customization
- Start / Customize / Finalize
- Bulk Buy Savings – the more you buy, the more you save



Quantity	Price
72	\$4.19
144	\$3.85
288	\$3.59
576	\$3.35
1008	\$3.25

- Minimum purchases (piece counts) may apply on certain items
- Custom special order
- Expanded assortment
- Customize your agencies marketing / branding message

Brand Identity

Brand Identity offers Region 4 ESC customers an integrated online solution for acquiring organizational identity items like business cards, letterhead, and envelopes.

Office Depot representatives will work with participating public agencies to coordinate a set of agency identity products tailored to their brand and specifications. Once live on the website, identity products can easily be personalized and ordered at the same time as other office supply products. This makes it simple to create professional correspondence at reasonable costs with online instant pricing, ordering, proofing, and browser-based file uploading. There's an added-bonus: when participating in the Brand Identity Flex or On-Demand programs, no additional signatures are required because there's no inventory liability.

Products include, but are not limited to:

- Business Stationary
 - Business cards
 - Letterhead



Tab 2: Products & Pricing

- No. 10 envelopes
- Monarch letterhead
- Monarch envelopes

- Personalized Office Essentials
 - Stamps
 - Name plates
 - Mailing labels
 - Badges
 - Memo pads

Direct Mail

We understand that many of our public-sector agencies have direct mailing needs. Whether it's communications to the parents of a school district, mailings to students, city communications to residents, we have you covered. Regardless of mailing size, we have the printing, sorting, and mailing capabilities to handle any direct mail application.

Copy and Print Depot also offers its "Personalized Postcards" solution. This solution solves custom marketing needs by leveraging a turnkey process

- A turn-key solution that offers Office Depot customers the ability to reach out to their students or residence via postcard direct marketing.
- A personalized marketing solution that delivers efficiently and effectively for businesses providing them the ability to use personalization in the marketing communications.
- A customized solution that is designed to match the clients list/target selections, product design preference, and production facilitation.



Content Delivery & Marketing Services

- Integrated marketing services
- Content and learning management technology
- Campaign strategy services & support
- Brand and document design
- Consulting for effective integrated communication programs
- Digital publishing creation-strategy and deployment services
- Customizable promotional products



Tab 2: Products & Pricing

- **Office Furniture:** Furniture shall include but not be limited to: desk, chairs, conference, tables, filing cabinets and bookshelves, include installation, special orders,

Office Depot holds a current contract with Region 4 ESC for furniture, Contract R142212, offering a wide range of products from in catalog quick ship items to full Custom-Interior solutions via our various special-order furniture partners.

Office Depot has selected key vendors partners to help deliver a total solution package to the participating agencies inclusive of: Pre-K, K-12, Higher Education, State and Local Government Agencies as well as non-profit organizations. These vendors deliver a combination of value-based solutions as well high design and custom options. In conjunction with Office Depot each of these vendors will deliver commercial grade products nationally to help Region 4 participating agencies secure products to meet today's every changing need. We have carefully selected and partnered with these vendors knowing that they will work together with Office Depot and Region 4 to create a comprehensive solution with compelling values at the highest level of integrity and contract compliance for the Region 4 ESC participating agencies.



The manufacturers we have submitted offer full line capabilities based on the products they manufacture. The offering is a total solution from each of them as well as being able to provide new product introductions as they happen at approved discounts. We would also like to include our total line offering as a supplemental offering to round out a total project solution as needed. As required, and requested by a purchasing agency, we may be able to provide ancillary items in outside the primary manufacturer partners we have

selected; pricing for these items is set at fair market value and presented and confirmed with a Participating Agency prior to processing any purchase orders. Office Depot will continue to update and refine our manufacturer partner list as new solutions become available to the market place.

Furniture Solutions are available in the following categories:

- Audio/Visual Furniture
- Cafeteria
- Caseloads
- Classroom & Library
- Dormitory
- Ergonomic Solutions
- Filing & Storage



Tab 2: Products & Pricing

- Lounge/Reception
- Related Products and Support Services
- Science Lab
- Seating / Chairs
- Tables/Meeting Conference Room
- Technology Support Furniture
- Workstation

Office Depot has a number of measures in place that will provide for a best in class value for Region 4 Participating Agencies. This value does not stop with product or product cost, as it also includes our design services, sales and project management services.

- **Other applicable products and service solutions:** This includes Private Label that are equal to or superior to the original manufacturer product.

Office Depot offers a robust and comprehensive product and solutions assortment. We are able to support the needs of agencies and their various initiatives:

- **Lower Cost Solutions** → Private Label & Proprietary brand products
- **Environmental Initiatives** → Robust of environmentally preferable products with attached eco-labels to provide context on the environmental attributes of the products included
- **Minority / Diversity Spend** → We provide Historically Underutilized Business (HUB) products with the commensurate spend reporting available to allow agencies to measure and monitor these initiatives. We also have a number of Tier One suppliers that we can partner with for those agencies that have this requirement.

Office Depot is uniquely capable of offering our complete Region 4 Contract portfolio under a single account number. Currently we have competed for and have been awarded six (6) unique contracts, to include Office Supplies, School Supplies, Furniture, Janitorial Solutions, Technology, and Managed Print Solutions.

Janitorial Supplies: Provide a full selection of janitorial supplies and equipment, Office Depot currently holds a contract with Region 4 ESC for Janitorial products and equipment R162102

Tab 2: Products & Pricing

Our Janitorial supplies offering includes a robust core list and nearly 1200 Ready to Ship products available to competitive pricing and curated to meet the needs of today's schools and public agencies. Office Depot believes that a clean workplace is a healthy workplace and promotes presentism and productivity. Our full contract offering features:

- Dilution Control
- Green Products
- Industrial Paper and Dispensers
- Hard Floor Care
- Carpet Care
- Restroom Care
- Waste Receptacles and Liners
- Machines and Accessories
- Laundry and Kitchen
- Industrial Tools & Supplies
- Emergency Preparedness
- Breakroom & Beverage Solutions
- Lighting Solutions



Technology: Office Depot has been awarded the Region 4 ESC Technology and Interactive Whiteboard Products & Service, R160204 contract.

Our Technology solutions contract provides up to date product and service solutions for Schools and Public Agencies. As technology is an ever-changing solution we have worked to keep our available solutions and services in the forefront of the marketplace. Office Depot acquired CompuCom, the leading provider in computer solutions and services to include help desk services for public agencies looking to out-source this necessary solution. Our full contract offering features:

- Computer Systems
- Monitors
- Network Equipment
- Interactive Walls & Whiteboards
- Services
- Printers & Peripherals



Tab 2: Products & Pricing

Managed Print: Office Depot holds a current contract with Region 4 ESC for Managed Print Services, R171404.

Office Depot's Managed Print solution provide a comprehensive printing solution that is scalable to meet the needs and readiness of schools and public agencies. While Office Depot has partnered with leading print hardware providers such as: HP, Lexmark, Xerox, Brother & Canon we are able to integrate an agencies current print fleet into our service model, regardless of hardware manufacturer.

Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

Region 4 ESC desires a Contract that includes an auditable pricing program (no-cost plus models). Using the proposed pricing program, offerors will submit line item pricing on the National Market Basket, Appendix E. At the Offeror's discretion, the pricing program may include customized market baskets, non-core items, rebate incentives, volume tier incentives, promotional pricing.

a) Products/Pricing

i. Describe Offeror's products and services Offeror proposes to be available under a resultant contract.

Participating Agencies can browse Office Depot's online catalogues by drilling down through tiered product categories by individual product group. Categories include:

Office Supplies

- Calendars & Planners
- Batteries
- Printer & Office Paper
- Pens & Correction Fluid
- Pencils, Erasers & Sharpeners
- Markers & Highlighters
- Post-It Notes, Flags, Tabs & Dispensers
- Notebooks, Paper Pads & Clipboards
- Binders, Duotangs, Report Covers & Accessories
- Filing Storage & Archiving Supplies
- Retail & Business Supplies

Tab 2: Products & Pricing

- Event & Presentation Supplies
- Education & Craft Supplies
- Punches, Staplers, Scissors & Rulers
- Tape, Glue & Adhesives
- Bags & Cases
- Boards & Easels
- Calculators
- Clips, Fasteners & Rubber Bands
- Computer Accessories & Cleaning Supplies
- Desk Accessories & Organizers
- File Storage Boxes, Drawers & Cases
- Labels & Label Makers
- Literature Holders & Displays
- Office Machines & Supplies
- Packaging Supplies, Shipping Boxes & Supplies
- Stamps & Supplies

Paper

- Office Copy & Printer Paper
- Inkjet & Laser Printer Paper
- Colored Printer Paper
- Heavy Weight & Index Paper
- Bond & Thermal Rolls
- Wide-Format Paper
- Data Computer Paper

Ink & Toner

- Toner & Drum Cartridges
- Ink & Printheads
- Fuser & Maintenance Kits
- Ribbons

Cleaning & Breakroom

- Air Purifiers, Coffee Makers & Small Appliances
- Cleaning Chemicals & Detergents

Tab 2: Products & Pricing

- Cleaning Supplies, Products & Equipment
- Coffee, Snacks, Beverages & Serving Supplies
- Garbage Cans & Bags
- Ground Coffee & Coffee K-Cups
- Hand Soaps, Sanitizers & Dispensers
- Hand Towels, Toilet Paper & Facial Tissue
- Health & Safety
- Mail, Pack & Ship

Technology

- Ink, Toner & Ribbons
- Cables, Surge & Battery Backup
- Computer Accessories
- Hard Drives, USB Flash Drives & Media Storage
- Office Phones, Headsets & Phone Accessories
- Office Printers, Scanners & Fax Machines
- Computers
- Laptops & Tablets
- Audio Visual Solutions
- Network Adapters, Cameras, Servers & Routers
- Digital Cameras, Camcorders & Photo Frames
- Hardware & Computer Parts
- Software
- Surveillance & Security
- Point-of-Sale Equipment
- GPS Systems & Accessories

Tab 2: Products & Pricing

Furniture

- Office Chairs & Accessories
- Office Desk, Laptop Stands & Workstations
- Storage Cabinets & Filing Cabinets
- Reception Furniture
- Commercial Office Furniture Collections
- Home & Small Office Furniture
- Office Tables
- Bookcases & Shelving Units
- Healthcare Furniture
- Utility Carts, Office Carts & Equipment Stands
- Board & Conference Room Furniture
- Safes

Green Products

Green Product Assortment: Our overall green assortment from 2003 – 2018 on our website, catalogs and special orders has grown from 2,000 products to over 14,000. All green products are classified according to their environmental attributes and are assigned a Light, Mid or Dark Green shade. Additionally, we have a dedicated green storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.

Providing our customers with green options and education is important to Office Depot. Our green programs are below, followed by details of a few of our programs that help enable customers to purchase greener.

Greener Purchasing Solutions:

- Office Depot GreenerOffice Rating – an industry-first green rating system
- Green Book – an industry-first, first published in 2003, an all-virtual version debuted in 2016
- Greener Purchasing Program Guide – designed for customers interested in purchasing greener but not sure where to start
- Greener Office website with over 14,000 econscious products
- Greener Alternatives Tool – Greener Alternatives report with greener choices

Tab 2: Products & Pricing

- Green Select Cart – a web-based “Green Smart Cart” that helps end-users identify greener alternatives at the point of purchase
- Green Purchasing Policy Templates – prewritten best-practice greener purchasing policy templates that can be modified for your own initiatives

Services

Office Depot provides a range of services which include:

- Managed Print Services (already under Region 4 ESC Contract R171404)
- Coffee machine service
- Water filter service
- Digital copy and print service
- Space and furniture planning services under Region 4 ESC Contract R142212
- Various Educational Services under Region 4 ESC Contract R141605
- Computer and IT system support under Region 4 ESC Contract R160204
- Toner cartridge recycling
- Document shredding and long-term storage
- Technology recycling/repurposing services
- Storage and warehousing of customer inventory when needed

Where possible, we have priced these services in this proposal or the current contracts. Some services must be individually quoted at the time they can be properly defined by the customer. If a Participating Agency needs any of these services, which are not currently priced, they can contact their account manager directly for a quotation.

- i. Provided price lists may be used to establish the extent of product lines, services, warranties, etc. that are available from Offeror and the pricing per item.

Office Depot has included price lists for all products and services which can be priced at this time.

Tab 2: Products & Pricing

- ii. Clearly identify pricing for any associated fees such as returns, installations, special or customized orders, maintenance fees, reporting, training, etc.

Your complete satisfaction is our primary concern. For returns, please contact your Customer Care Professional or initiate the return online.

Your Original Receipt is required for all store returns or exchanges of technology and furniture. Technology products may be returned or exchanged within 14 days of purchase with Original Receipt, in original packaging and with UPC code intact. If product box is opened, we will offer an exchange only.

For technology, a 15% Restocking Fee will be applied if the box is missing any components. This applies to all technology products including, without limitation: Computers, Monitors, Cameras, Camcorders, Projectors, GPS, Printers, Copiers, Faxes, Shredders, Telephones, Wireless Technology, MP3s, TVs, DVD Players, Media, Hard Drives, Peripherals, Accessories and Software.

Opened software may be exchanged for the same item only. Please remove all personal data from returned/exchanged product. Office Depot is not responsible for any personal data left in or on a returned/exchanged product. Furniture in new condition, unassembled, in original packaging, with Original Receipt and with UPC code intact may be returned within 14 days of purchase.

Special Order/Custom Items and Manufacturer Direct items cannot be returned or exchanged unless damaged upon receipt. Tech Depot Services are non-refundable once services have been performed. Pre-Paid Cards such as Gift Cards and Phone Cards are non-refundable and cannot be returned or used to purchase other gift cards. Special terms and conditions are included with each card.

- Installations, when necessary, will be included in the quotation for the item.
- Special orders may have fees involved and they will be included in the quotation for the items.
- Maintenance fees, if any will be included in the price list or quotation.
- Training on special equipment will be included in the quotation as a separate line item when appropriate.
- Standard on-line reporting is provided at no charge. Should special reporting be required we will consider it at the time of request.

- iii. Offerors should provide their pricing structure which may include category discounts, a core list and non-core items. Include category discounts on Appendix E, Category Discounts tab, core list pricing Appendix E, Core List Items tab.

Office Depot is including the following pricing files as part of our comprehensive pricing proposal on the flash drive enclosed in the packet:

- Tab 1 – Category Discounts
- Tab 2 – Core List Offering

Tab 2: Products & Pricing

- [Tab 3 – Market Basket Survey](#)
- [Tab 4 – Copy & Print Core List Offering](#)

All pricing has been loaded to a single Excel file. [19-03 Office Supply – Appendix E Pricing](#)

ii. General and Market Basket Pricing.

- i. General Pricing. Offerors shall provide pricing based on a discount from a verifiable price list or catalog, or fixed price, or a combination of both with indefinite quantities. Multiple percentage discounts are acceptable if, where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable
 1. Include an electronic copy or a link to the catalog or verifiable price list from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer part #
 - Offeror's Part # (if different from manufacturer part #)
 - Description
 - Price List and Net Price
 - Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Office Depot is including the following pricing files as part of our comprehensive pricing proposal on the flash drive enclosed in the packet:

- [Tab 1 – Category Discounts](#)
- [Tab 2 – Core List Offering](#)
- [Tab 3 – Market Basket Survey](#)
- [Tab 4 – Copy & Print Core List Offering](#)

All pricing has been loaded to a single Excel file. [19-03 Office Supply – Appendix E Pricing](#)

Tab 2: Products & Pricing

2. Using the pricing structure, the Offeror proposes above, provide the net price for the items listed on the National Market Basket, Appendix E, Market Basket tab.

Office Depot has completed the National Market Basket Survey, Appendix E, Market Basket Tab 3 to include the net price based on the pricing methodology used for each item. All items have the designation of Core or Non-Core.

- iii. Customized Market Baskets. In addition to the National Market Basket, Offerors may provide customized market baskets to participating agencies.
 - i. Describe Offeror's ability to provide customized market baskets to participating agencies.

Custom Core Program: Office Depot is pleased to present a program a program that allow qualified agencies to augment the standard contract core lists that are included in our offer; Custom Core Program requirements as follows.

The Custom Core Program is available to Top Tier Participating Agencies that spend \$100,000 or greater on an annual basis utilizing the Office Depot Region 4 ESC contract. Participating Agencies who qualify will have the option to choose additional items to augment their current Office and/or School Core lists.

The Custom Core program will allow for agencies to select items that are not on the Master Supply or School supply core lists. Office Depot reserves the right to allow items that are on the current Master Supply or School Supply core lists when additional vendor funding is available, and/or a customer qualifies for an HP Big Deal. If such Special Pricing Agreement terminates or expires, or there is a price change for items within such Special Pricing Agreement, then Office Depot shall have the right to update the pricing of such items hereunder, and thereafter, those items shall be priced in accordance with the terms of the Agreement. Items can be chosen from the balance of our assortment and may be in our BSD Catalog. The items chosen by Participating Agencies will be placed on an additional core list for that individual Participating Agency at a price lower than the then current Region 4 ESC pricing.

- ii. Describe any limitations to customized market baskets (number of items, excluded categories, agency size limitations, etc.).

Qualifying Participating Agencies: Participating Agencies will be qualified for the Custom Core program option based on the prior calendar year spend (January – December), with the minimum qualifying spend of \$100,000. Participating Agency spend will be qualified each calendar year to determine inclusion in the program and to determine which tier the qualifying Participating Agency will participate in. In the event that a Participating Agency's Tier level changes from one calendar year

Tab 2: Products & Pricing

to the next, based on their annual spend, they will either be a) removed from the program for failing to qualify with the minimum \$100,000 spend, b) have the number of items reduced from their core list due to a reduction in qualified spend, thereby lowering the eligible Tier level, c) have their number of items increased on their core list due to higher qualifying spend that moves them into a higher Tier level, or d) the Participating Agency will remain on their current Tier level based upon their prior annual spend.

Participating Agencies that qualify for the Custom Core Program will need to acknowledge the full details of the program prior to participation.

Participating Agencies new to Office Depot will be qualified based upon a provided usage report to determine Tier eligibility for the first year. Office Depot has the sole right to determine initial year eligibility for new Participating Agencies. Each subsequent year, they will follow the qualification guidelines of current Office Depot Custom Core program for Participating Agencies.

Participation Tiers: Seven Custom Core Program participation tiers will be offered based upon the Participating Agency's previous calendar year spend. The Participating Agency's tier will then determine the maximum number of items that the Participating Agency is eligible have on their custom core. Agencies may select up to the maximum number of items as allowed per the qualifying tier. Office Depot reserves the right to provide less than the maximum number of items as allowed per tier level.

Customer Annual Spend	Customization Tier	Custom Core Item Limit
\$100K +	Level I	10
\$250K+	Level II	25
\$500K+	Level III	50
\$1M+	Level IV	75
\$2M+	Level V	100
\$3M+	Level VI	125
\$4M+	Level VII	150

Core List Selection Process: Participating Agencies that qualify for the Custom Core Program will be allowed to select items at the inception of this contract. Updates/shifts in product assortment may be made through out the contract year, keeping in accordance with the Custom Core item limit allowed per the customer's qualified spending tier.

iii. How frequently does Offeror propose to update customized market baskets?

Items on the chosen Custom Core Program will follow the same pricing update schedule as other product categories as defined by the terms of the contract, so that those same items will update concurrently on the individual custom cores, where applicable.

Tab 2: Products & Pricing

iv. Is pricing available for all products and services?

Yes, however there may be some special-order items which will have to be quoted because the cost will be based on the actual specifications of the item, i.e. pre-inked stamps, printing, etc.

Pricing Methodology:

Catalog Offering: All references for the purposes of our pricing proposal as it pertains to a catalog offering will be made to our current primary printed catalog in use for account customer (also known as "contract customers") of the Business Solutions Division and/or the Contract Division known as the BSD Catalog assortment available at the time of order ("BSD").

Core List Pricing: Office Depot is offering and has provide approximately 1300 net priced core list items in our accompanying pricing file. Core list items will be designated with the "Best Value" icon on the BSD Website. Notwithstanding any other provision herein, Region 4 ESC and Office Depot may add or remove core list items from time to time by mutual written agreement of the parties (including email).

Non-Core BSD Catalog Pricing: Office Depot is offering web less discount pricing by category as outlined in Appendix E for all Non-Core items listed in the current Office Depot printed BSD Catalog BSD School Solutions Catalog. Office Depot will take a snapshot of web pricing, apply category discounts outlined in Appendix E, and lock pricing for the quarter. Pricing for Non-Core BSD Catalog Pricing & BSD School Solutions Catalog will be set forth on Office Depot's Business Solutions Division website located at www.officedepot.com ("BSD Website"). All Non-Core BSD Catalog items shall be designated with the "Contract Item" icon on the BSD Website.

Copy & Print Price List: Custom printing services, including custom imprinting services and large format prints, will be priced at a discount from retail. We have included a Copy & Print Price List in our pricing proposal as referenced above.

Non-Core, Non-BSD Catalog Items: Non-Core, Non-BSD Catalog Items which are identified on www.officedepot.com, will be priced at the regular sales price (promotions excluded) set forth on www.officedepot.com at the time of the order, exclusive of bulk pricing discounts or other specials. Notwithstanding anything herein to the contrary, clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings (collectively, "**Excluded Categories**"). Non-Core Items that are not identified in the BSD Catalog or on www.officedepot.com shall not be subject to the pricing methodology otherwise set forth in this Agreement. Rather, prices for such items, as well as Excluded Categories, will be established by Office Depot in its discretion and will be presented to the Participating Agency at the point of sale or otherwise at the time of order placement.

Hosted Catalog: For those Participating Agencies that require a static pricing solution to support complex and/or certain electronic procurement platform requirements Office Depot reserves the right to provide customized static pricing files to meet the needs of that individual Participating Agency on an as needed basis as mutually agreed upon with the Participating Agency. It is understood that such pricing shall not be offered to other participating agencies; and such customized pricing will not be identified as an unacceptable variance for purposes of an audit review.

Tab 2: Products & Pricing

- v. Describe any minimums order quantities or fees.

The pricing set forth in this response includes dock and/or mailroom delivery for orders of \$50.00 or greater. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

Office Depot shall impose a minimum order value ("MOV") of \$50.00. In lieu of an MOV, a Participating Agency may elect to be subject to a small-order delivery fee consistent with Office Depot's standard delivery terms. Office Depot reserves the right to waive the MOV or small-order delivery fee for, among other reasons, Participating Agencies that have efficient delivery requirements or complex ERP Systems.

- vi. Describe any shipping and delivery charges, include standard delivery (preferred ship is 48 hours or less), shipments outside Continental USA, truckload and delivery areas.

The pricing set forth in this Contract includes dock and/or mailroom delivery for orders of \$50.00 or greater. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverages furniture, special orders and/or rush deliveries, and Hawaii, Alaska and Puerto Rico orders. For Participating Agencies that require desktop delivery additional charges may apply. The additional freight charges for orders shipped to Hawaii, Alaska, and/or Puerto Rico shall be set uniformly be each market's retail delivery partner and impose a minimum order value ("MOV") of \$50.00.

In lieu of an MOV, a Participating Agency may elect to be subject to a small-order delivery fee consistent with Office Depot's standard delivery terms. Office Depot reserves the right to waive the MOV or small-order delivery fee for, among other reasons, Participating Agencies that have efficient delivery requirements or complex ERP Systems.

- vii. Provide pricing for warranties on all products and services.

Office Depot's warranties will be limited to Office Depot-branded products only, and for all other products, Office Depot will pass through to Customer all manufacturer-supplied end-user warranties.

- viii. Describe any return and restocking fees.

Your complete satisfaction is our primary concern. If you are dissatisfied with your purchase for any reason, you may return most items in their original packaging within 30 days of purchase for a replacement or full refund. General supply items should be returned in the original packaging within 30 days. Technology and stocked furniture items should be returned in the original packaging within 14 days. Special Order Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as "special order."

Tab 2: Products & Pricing

- ix. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Volume Rebates: Office Depot will pay qualified Participating Agencies the following volume rebates:

Agency Annual Volume Rebate: Office Depot will pay Participating Agencies an annual volume rebate ("Agency Annual Volume Rebate") based on such Participating Agency's Spend, provided that the Participating Agency is not materially delinquent in paying undisputed invoices as required under the Contract. Agency Annual Volume rebates shall be calculated back to dollar one. The Agency Annual Volume Rebate shall be disbursed within ninety (90) days of the contract anniversary and shall be calculated as follows:

Annual Spend	Annual Volume Rebate %
\$500,001 - \$1,000,000	1.5% of Annual Spend
\$1,000,001 - \$2,000,000	2.0% of Annual Spend
\$2,000,001 - \$3,000,000	3.0% of Annual Spend
\$3,000,001 - \$4,000,000	4.0% of Annual Spend
\$4,000,001+	5.0% of Annual Spend

For purposes of the Office Supply RFP, Contract Anniversary shall be based on a calendarized twelve (12) months, beginning June 1st and concluding May 31st of each year during the terms of the contract. "Spend" shall mean Participating Agency's paid-for purchases net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, technology items, non-code and special order furniture, gift cards and warranties.

Copy & Print Adjacency Rebate: In addition to the Agency Annual Volume Rebate, Office Depot shall pay to Participating Agencies an annual Adjacency Rebate ("Adjacency Rebate") to those customers that spend \$200,000 or greater in qualified Copy & Print solutions. The Copy & Print Adjacency Rebate shall be disbursed within ninety (90) days of the contract anniversary and shall be calculated as follows:

Adjacency	Achievement \$	Rebate %
Copy & Print	\$200,000+ Annually	5% of Category Spend

Alternative to Rebates: Notwithstanding the foregoing, at the Participating Agency level, Office Depot may agree to offer lower prices in lieu of anticipated rebate dollars to those Participating Agencies whose total Spend exceeds \$500,000. To implement, Office Depot will enter into an agency-level agreement, which will also provide for an annual reconciliation to ensure that the earned rebate dollars correlate to the additional discounts and adjustments to pricing will be made as necessary (a "true-up"). *A sample Participation Agreement has been provided at the end of this section and is labeled, Attachment 2.1.*

Tab 2: Products & Pricing

Region 4 Educator Recognition Sponsorship – Platinum Level Sponsor: Office Depot is pleased to offer our commitment to partner with Region 4 ESC to recognize leaders in Education. This offer is made exclusively for Region 4 ESC and is not part of our offer to other participating agencies. As we have in recent years, we would be honored to continue this sponsorship to elevate and award those educators that make a difference. Sponsorship offer is for three recognition events.

- Principal Event – April, Platinum Level Sponsorship - \$5,000
- Teacher Event – August, Platinum Level Sponsorship - \$5,000
- Superintendent Event – October, Platinum Level Sponsorship - \$5,000

x. Describe how customers verify they are receiving Contract pricing.

Office Depot agrees to provide Region 4 ESC and/or the Participating Agency the necessary information to verify contract compliance throughout the life of the agreement. We have made a significant investment in creating an organization dedicated to ensuring accurate customer set-up, timely maintenance of customer pricing, and protecting the integrity of our agreements with our customers. To carry out those important responsibilities, we developed an online document management system to calendarize the significant milestones of our legal agreements. This provides us with visibility to time sensitive commitments. In addition to our system enhancements, our Contract Compliance Organization monitors all customer agreements and is responsible for establishing a consistent schedule of inspection, ensuring that Region 4 ESC and/or the Participating Agency end users receive the service and pricing Office Depot has committed to provide. We are the only major supplier that has developed this solution for our customers.

We provide 12-month online order history with complete pricing information, so you can review it at any time. This history can be downloaded to an Excel file and used for reporting and audit purposes. We also provide a live, online Bill Management tool as an efficient method to manage your billing.

xi. Describe payment methods offered.

A. Check

B. Credit or Procurement Card (VISA, MasterCard, Discover, AMEX) only at point of sale

C. EFT

D. EDI

Office Depot offers Net 20 days payment terms. We will work with each customer to accept the payment methods that are mutually agreed and acceptable to that customer.

Tab 2: Products & Pricing

- xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Office Depot is proposing a Discount from Web Price for its **Non-Core, BSD Catalog items**. The proposed Discount from Web price table has been included in our Appendix E price file submission.

Dept #	Class Detail	Dept/Class Description	Offeror's Discount
1	All	Furniture	20%
3	316, 326	Binding Machines, Laminating Supplies	20%
3	All Other	Binders, Report Covers, Indexes, Dividers, Sheet Protectors	25%
4	422, 683	Dated Books/Refills, Calendars	20%
4	All Other	Business Notetaking, Contact Management, Forms	30%
5	All	Paper	25%
6	All	Mailroom/Shipping	30%
7	All	School Supplies	25%
9	All	PC Accessories	15%
11	All	Writing	30%
14	All	Ink Jet Cartridges	15%
16	All	Printers	0%
17	All	Telephones	0%
19	All	Mobility	0%
21	261	Blank Media	15%
21	All Other	Memory, Drives	0%
24	All	Office Accessories	25%
25	All	Seating	20%
30	All	Filing	30%
34	All	Custom Business Essentials	0%
42	232	Electronic Labeling	15%
42	All Other	Labels	20%
43	810,812	Appliances, Beverages	10%
43	All Other	Breakroom	20%
44	440, 516, 750	Currency, Security, Chests, Paper Trimmers, Cash Registers, Time Clocks	20%
44	All Others	Office Essentials	25%
46	All	Audio and Video	0%

Tab 2: Products & Pricing

47	All	Clean/Personal Care	25%
48	All	Monitors & Projectors	0%
51	All	General Office Paper	30%
52	All	Specialty Paper	25%
54	All	Stationery & Cards	25%
58	All	Presentation	20%
60	All	Marketing/Visual Srvc	0%

Pricing Updates Core and Non-Core BSD Catalog items: Pricing for products covered by this office supplies agreement will be adjusted as follows:

- a) **Core BSD Catalog items** pricing will be updated on a quarterly basis in January, April, July and October of each year during the term of the Agreement. Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change.
- b) **Non-Core BSD Catalog items** pricing will be updated on a quarterly basis in January, April, July and October of each year during the term of the Agreement. Items will be based upon the product assortment in the BSD Catalog at the time of order. Office Depot will take a snapshot of web pricing, apply category discounts (outlined in Appendix E, and lock pricing for the quarter (until next update).
- c) **Notification Process for all Non-Core BSD Catalog Product Category Increases:** Office Depot shall give Region 4 ESC at least thirty (30) days written notice of such price increase before any price increases take effect. Office Depot shall provide Region 4 ESC with an updated web-less category discount file for all Non-Core BSD Catalog items to verify that product price adjustments are being appropriately passed through to Region 4 ESC for Non-Core BSD Catalog items. In the event of extenuating market conditions, Office Depot reserves the right to adjust Customer's prices commensurately.

- xiii. Describe how future product introductions will be priced and align with Contract pricing proposed.

When future product introductions are needed we will provide Region 4 ESC with the information concerning the product and the reasons for the introduction and the proposed pricing which will be based on the then current pricing structure within the contract unless there is no precedent, in which case we will propose pricing and negotiate in good faith to reach agreement.

Tab 2: Products & Pricing

Product Selection. In an effort to continuously improve its overall product selection, Office Depot reserves the right to add products, services and/or categories (e.g., medical/first aid supplies, professional development curriculum and instruction, etc.) to the Contract that are related to the scope of the RFP and the Response, and/or which are related to the business that Office Depot provides to its customers from time to time. In such event, Office Depot will provide at least thirty (30) days prior notice to Region 4 ESC.

xiv. Provide any additional information relevant to this section.

Tier One Alternative: Office Depot has developed a diversity purchasing initiative ("Tier 1 Program") that can be utilized by end customers to purchase products and services from small businesses, minority- or women-owned suppliers and service disabled veteran suppliers. We appreciate the opportunity to help our Tier 1 diversity partners while assisting Region 4 ESC Participating Agencies to achieve their diversity spending goals. Our proposed program maintains the structure of known auditable pricing that Region 4 ESC contracts provide Participating Agencies while meeting the diversity needs of the Tier 1 Partners.

In the event a Participating Agency wishes to purchase under the Region 4 ESC Contract but also elects to utilize an Office Depot Tier 1 partner in connection with such purchases, Region 4 ESC shall permit the Participating Agency to participate in Office Depot's Tier 1 program, provided such participation is in accordance with the terms of the Region 4 ESC Contract. The parties agree that the Participating Agency shall pay a fee in addition to the pricing offered under the Contract in order to participate in the Tier 1 Program. The final unit price for the invoice will be the Region 4 ESC contract sell price plus the Tier 1 program fee which shall be negotiated among the Tier 1 partner and Office Depot.

Special Order / Warehouse / Category Bids: For purposes of the Contract, "Special Order / Warehouse / Category Bids" are defined as warehouse, truckloads papers, recurring or non-recurring new opportunities (i.e. systems furniture) or other similar type of formal RFPs, RFQs or bids. Office Depot may respond to Participating Agencies who issue their own Special Order / Warehouse / Category Bids under their own terms and conditions, including bids for quantity discounts on products that may be delivered to a multiple locations and/or centralized warehouse location, in accordance with the following terms:

- a. Pricing will be negotiated on a case-by-case basis.
- b. If Office Depot is awarded a Special Order / Warehouse / Category Bid, a separate Office Depot account shall be set up for the relevant Participating Agency for those purchases made for the Special Order / Warehouse / Category Bids. Such separate account shall not be linked to the Participating Agency's Region 4 ESC account and, therefore, not subject to its volume/adjacency rebate or any other Office Depot rebate or incentives that are paid to participating agencies.
- c. If, pursuant to a Special Order / Warehouse / Category Bid, a Participating Agency makes purchases of items from Office Depot, such purchases shall not be included in the quarterly calculation of Administrative Fee due to OMNIA Partners / Region 4 ESC.

Tab 2: Products & Pricing

- d. Pricing which is offered or given by Office Depot as a result of such bids will have no effect on the pricing otherwise offered under the Contract.
- e. In the event that Office Depot provides a Special Order / Warehouse / Category Bid it shall be submitted under the pricing terms and conditions of Special Order / Warehouse / Category Bid not the pricing terms and conditions of the Region 4 ESC contract.

Regional Promotions: Office Depot shall have the right to offer special pricing on certain items on a national or regional basis; provided, however, Office Depot will provide Region 4 ESC with thirty (30) day prior written notice of the items, pricing, relevant geographical region, and the time period in which the items and pricing will be available. Items will be added/updated according to the Region 4 ESC price update schedule set forth in the Contract. In the event of extenuating market conditions, Office Depot reserves the right to adjust Customer's prices commensurately. These items may be available in limited quantities and will be available to all Participating Agencies in the geographic region(s) identified. Purchases of items under any Regional Promotion will be counted toward the Spend used to calculate the Agency Annual Volume and Adjacency Rebates and the Administrative Fees due to Region 4 ESC under the Contract. The terms and conditions related to Regional Promotions shall be at the sole discretion of Office Depot.

Employee Purchase Program: In an effort to continuously improve its customer-focused offering, Office Depot reserves the right to offer market-competitive pricing on select products (i.e., certain educational materials, classroom supplies, and copy and printing services) to employees of Participating Agencies (including teachers). This purchasing program shall enable employees of Participating Agencies to create an employee account. Employee purchases will be priced at a discount of ten percent (10%) off the regular sales price (promotions excluded) set forth on www.officedepot.com at the time of the order. Employee purchases may be made at Office Depot's U.S. retail store locations or online at www.officedepot.com. Employees will be required to use a personal credit card for all purchases. Notwithstanding anything herein to the contrary, the aforementioned discount shall not apply to (i) products in the following categories (as such categories are identified on www.officedepot.com), Technology, Business Machines and Equipment, Custom Printing, Gift Cards, Shipping Services, Warranties, and U.S. Postage; and (ii) clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings. Items that are not identified in the BSD Web Catalog shall not be subject to the discounts or pricing under the employee purchase program. Rather, prices for such items will be established by Office Depot in its discretion and will be presented to the relevant employee at the point of sale or otherwise at the time of order placement. Any employee account shall be subject to approval by the Participating Agency whose employee desires to open an account. Purchases made by employees shall not be included in calculating an Agency Annual Rebate or any other rebate that a Participating Agency is entitled under the Contract. However, purchases made by employees shall be included for purposes of calculating the administrative fee due to Region 4 ESC.

Under this program, there shall be no delivery fee for orders over \$50.00, but orders below \$50.00 will be subject to a small-order delivery fee consistent with Office Depot's standard delivery terms.

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*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY
OFFICE DEPOT'S LEGAL DEPARTMENT

THE COOPERATIVE PURCHASING NETWORK
PIGGYBACK CONTRACT

BETWEEN
<PARTICIPATING AGENCY>
AND
OFFICE DEPOT, INC.

This Piggyback Contract ("**Contract**") of is made and entered into this <DATE> ("**Effective Date**"), by and between <PARTICIPATING AGENCY> (hereinafter referred to as the "**Customer**"), and Office Depot, Inc., a Delaware corporation with corporate headquarters located at 6600 North Military Trail, Boca Raton, FL 33496 (hereinafter referred to as "**Office Depot**").

WITNESSETH:

WHEREAS, on _____, 2019, and effective as of _____, 2019, The Cooperative Purchasing Network ("**REGION 4 ESC**") awarded Office Depot Region 4 ESC Contract No. _____ for Office Supplies, Related Products and Office Services (the "**Master Agreement**"), which permits government entities to purchase goods and services in accordance with terms and conditions set forth in the Master Agreement;

WHEREAS, Customer has chosen to become a participating government agency under the Master Agreement, and Customer has registered with REGION 4 ESC to become a participating government agency and is eligible to purchase under the Master Agreement; and

WHEREAS, the undersigned representative of Customer is authorized, on behalf of Customer, to contract with Office Depot for the purchase of the office supplies and services in accordance with the terms of the Master Agreement and this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. INCORPORATION OF MASTER AGREEMENT.

The purpose of this Contract is to allow the Customer to purchase supplies from Office Depot at the discounted prices set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Master Agreement (excepting any terms and conditions relating to price and cost) conflict with any terms and conditions of this Contract (the "**Supplemental Terms**"), the Supplemental Terms shall prevail.

2. CREDIT TERMS.

Customer's credit limit shall be established by Office Depot's credit department. Office Depot reserves the right to lower Customer's credit limit or refuse to ship any orders if at any time: (a) Customer's account is materially past due and Customer has not responded with a reasonable response within three (3) business days of written notice of said delinquency to work with Office Depot to resolve the issues; (b) in Office Depot's commercially reasonable opinion, Customer's credit standing becomes impaired as a result of Customer's payment habits having slowed down to an unsatisfactory level with all non-critical suppliers including Office Depot; (c) Customer's financial condition becomes unstable based on Customer's financial reports or reputable third party ratings, or (d) if there are severe risk alerts from reputable third party credit bureaus.

3. NOTICES.

All notices, requests, demands and other communications under this Contract shall be given in

*** FOR DISCUSSION PURPOSES ONLY ***
THIS DRAFT REMAINS SUBJECT TO REVIEW AND COMMENT BY
OFFICE DEPOT'S LEGAL DEPARTMENT

writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer:	Agency Name Address City, ST, Zip Attn: Participating Agency Contact (Signator)
To Office Depot:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Susan Cummings, Vice President, Public Sector
with a copy to:	Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 Attn: Office of the General Counsel

4. TERMINATION FOR CONVENIENCE.

Either party may terminate this Contract for convenience by providing the other party sixty (60) days prior written notice.

5. ALTERNATIVE TO REBATES.

As provided in the Master Agreement, Office Depot is offering, and Customer has agreed to accept, lower prices on select items in lieu of anticipated rebate dollars. The selected item or set of items that receive lower prices will be determined upon mutual written agreement of Office Depot and Customer. The price for each of these items may change with thirty (30) days prior notice to Customer. The prices and assortment of these select items may be updated by Office Depot in writing to Customer, including email. Quarterly reviews will be conducted to evaluate Customer Spend (as defined in the Master Agreement) to ensure the "in lieu of rebate pricing savings" coincide with the Agency Annual Volume Rebate (as defined in the Master Agreement) that would have otherwise been earned if this alternative to rebates had not been agreed upon. Any overages in dollars that would have been earned under the Agency Annual Volume Rebate in excess of \$200.00 will be paid to the Customer by check within ninety (90) days of the end of the calendar year. Any overages less than \$200.00 will be forfeited.

IN WITNESS WHEREOF, Customer and Office Depot have executed this Contract on the Effective Date.

OFFICE DEPOT, INC.

<PARTICIPATING AGENCY>

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____



Tab Three:

Performance Capability

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03





OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 3: Performance Capability

Tab 3: Performance Capability

b) Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, National IPA Response for National Cooperative Contract and Exhibits F and G. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

Office Depot has included our detailed response to Appendix D, Exhibit A, National IPA Response for National Cooperative Contract (Region 4 ESC) and Exhibits F and G in Tab 7 as required.

Strong national presence

Office Depot employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Region 4 participating agencies at every step in the process...order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity.

Having one single operational platform/blueprint throughout the country affords participating agencies the following benefits:

- **Consistent Operations/Service:** Because every location in the Office Depot system uses the same WMS program, all warehouse and delivery operations are performed the same way across the country.
- **Consistent Pricing:** Because every Office Depot facility uses the same WMS program and AOPS order entry system, Region 4 ESC pricing remains consistent nationwide. Your participating agencies will share a single Custom Price List and pricing structure for all domestic locations.
- **Consistent Reporting/Integrity:** Because every Office Depot facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.
- **Consistent products:** Each of Office Depot's 26 distribution centers stocks similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent throughout the country.

Training and educating our National Sales Force

Recognizing the value of the National IPA / Region 4 ESC program for our current and potential customers, Office Depot partners to position and train our national sales force, especially those serving the public sector, in the benefits of the Region 4 ESC contracts. Our dedicated team of Cooperative Contract National Account Managers will be responsible for the implementation of the Region 4 ESC Contract. This dedicated team of seven (7) will work closely with our local sales representatives as well

Tab 3: Performance Capability

as our inside sales representatives, ensuring all teams are properly trained to service customers participating in the Region 4 ESC office supplies program. Training includes webinars highlighting the details of the program and positioning the Region 4 ESC office supplies offering. Sales team training is a continuous process, commencing with the contract implementation and continuing through the term of the contract, including any renewals and extensions. All appropriate Sales Representatives are trained in ongoing sessions by dedicated Cooperative National Sales Account Managers. All mutually agreed special promotions and programs will be introduced during these meetings and all local Account Managers will be provided the necessary sales sheets and other promotional material appropriate for their customer base.

National Marketing Plan

Leveraging our relationships with more than 20,000 public sector entities, Office Depot will leverage our existing customer case studies and best practices and demonstrate credibility through our associations with industry leaders and publications. We will also employ public relations efforts via interviews, news conferences and engagement with key media contacts and editorial reporters. Office Depot's national marketing plan includes a press release, social media announcements, direct mail campaigns, co-branded collateral materials, advertising the partnership in trade and industry publications nationwide, and participation in trade shows.

Office Depot's team approach to implementing and supporting a contract of this size and significance means we will align several groups within our organization to ensure the seamless execution and ongoing management of our Region 4 ESC / OMNIA Partners contract. This multi-disciplinary approach will include the following:

- Merchandising Team – goes to market focused specifically on the public sector
- Pricing Group – ensures items reflect contract pricing at all times
- Contract Compliance Team – ensures all bidding and pricing practices are in compliance and uphold the Region 4 ESC / OMNIA Partners / Office Depot partnership agreement
- Legal Team – provides guidance on contract execution and supports ongoing regulatory needs
- Marketing Team – dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers
- Green Staff – committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives
- eCommerce Team – continually offers innovative solutions to answer the ever-changing demands of today's procurement professionals

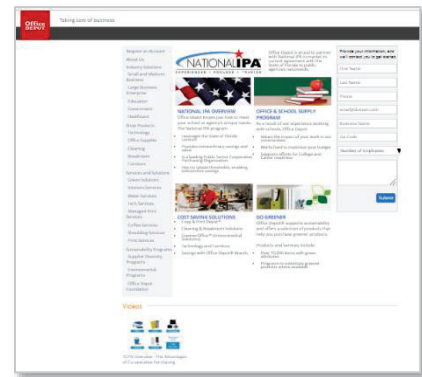


Tab 3: Performance Capability

- Training Organization – provides new and existing sales professionals with ongoing training solutions focused on public agency solutions
- Finance and Reporting– provide efficient reporting to meet the evolving needs of Region 4 ESC / National IPA.
- Customer Care Organization – understands the nuances of large contracts and works to provide participating agencies with top-notch customer care
- Delivery Network – provides dependable next-day delivery supported by industry-leading order tracking solutions
- Sales Organization – committed to delivering solutions that are relevant and timely for public agencies and always putting the customer's needs first

Office Depot will continue to educate government and education agencies on the benefits and efficiencies of cooperative contract purchasing through the Region 4 ESC program. Specifically, we have deployed additional resources to support business development activities and new agency acquisition in the following areas:

- Field Sales Team – Mid to large agency acquisition
- Inside Sales Team – Small agency acquisition
- Emails, web banners, pre-login content, videos, sell sheets, weekly marketing updates, BSD communications



The three-prong Region 4 ESC strategy will focus on participating agencies of all sizes:

1. Customers:
 - Develop and evolve Region 4 ESC Participating Agencies' profile for targeting and sales deployment
 - Develop nurturing strategy, emphasizing Region 4 ESC optimization messaging through decision stages
 - Satisfy objectives and criteria of cross-functional decision makers (i.e., Finance, IT, Purchasing)
2. Products & Services:
 - Build a services innovation engine and transform current product-focused business culture
 - Drive growth opportunities through cross-sell of supplies, other products and services
3. Sales & Marketing:
 - Continue developing product category expertise throughout sales organization
 - Implement a comprehensive marketing strategy targeting new buyers within existing accounts

Tab 3: Performance Capability

- Establish processes and tools enabling effective pipeline management and predictable revenue streams
- Become a brand name associated with Region 4 ESC within the target market

Office Depot has provided our proposed 90-day Marketing Plan in Tab 7 and our marketing launch process in Section xi.

National IPA tracking and reporting

Office Depot will provide customer-centric business reviews and reports for our customers. Our Business Review process is a high-level summary that ties together the statistical information we gather on our performance and service levels. We will provide National IPA-specific performance data by Region 4 ESC participating agencies, geographic location or business unit. Each business review completed will then be rolled up into a master review of for entire cooperative. This process of creating multiple reviews allows us to compare each of your participating agency locations against one another to find best practices, innovations, and ensure all locations are performing to minimum Region 4 ESC standards.

Our review will be customized to provide the specific format and metrics that Region 4 ESC would like to evaluate. The goal of these reviews is to provide you with more than "raw data." Our objective is to create documents that will show you in one page how we are doing in meeting your objectives in the following areas: achievement of your corporate goals, IT and systems interface performance, delivery, service-level, customer satisfaction, compliance and rogue spend, transition success and strategic development.

The Office Depot account management team will assist each Region 4 participating agency location by analyzing spending and usage data. This process helps you by providing a consistent regular customer focus to drive greater usage to their core product list, identify rogue spend outside their endorsed contract stationer, and analyze actual product usage.

Business Reviews include:

- Our customers' initial objectives
- Previous time period accomplishments and objectives for the next reporting period

Sales Statistics:

- Purchases by product group
- Sales by location
- Average monthly sales
- Special categories

Performance Measurements:

- Customer Report Card
- Customer Quarterly Review

Tab 3: Performance Capability

- Customer Evaluation Survey
- Office Depot's plan of action to ensure customer satisfaction

Independent Business Reviews:

- Customer Focus Groups
- Customer Interviews
- Customer Telephone Surveys
- Store Exit Interviews

Key performance indicators

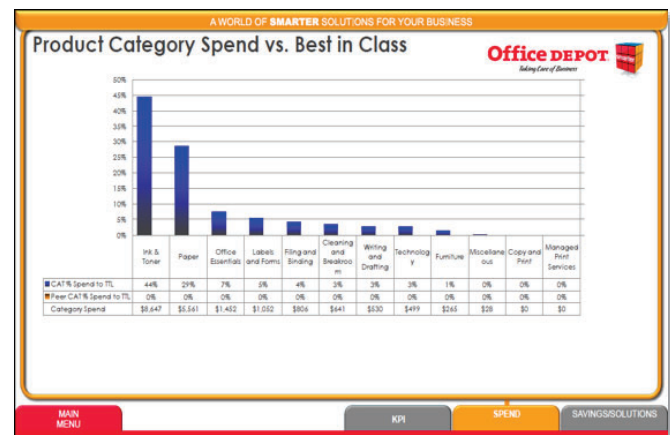
- Spend and average order analysis
- Fill rate and order accuracy

Purchasing trends and best-in-class comparison

- Net spend and product category spend
- Product category spend vs. peer group average
- Office Depot brand spend by product category
- Top product purchases
- Accounts receivable aging

Savings and solutions

- Diversity spend analysis
- Electronic orders and invoices
- Average order savings opportunities
- Office Depot GreenerOffice™ Dashboard



Top 25 Product Purchases

SKU	Description	CATEGORY	Unit ID	Purchase ID	Unit ID	Purchase ID	N/A
630140	PAPER:HESS 100%RECYCLED 8.5X11	Paper	80	\$1,861	120	\$4,771	100%
470204	CARTRIDGE:HP LASERJET 4000	ink and Toner	8	\$1,861	7	\$1,389	100%
790204	PAPER:100%RECYCLED 8.5X11	Paper	47	\$1,391	0	\$0	100%
330400	TONER:HP CC388A:BLACK	ink and Toner	10	\$1,451	0	\$0	100%
470204	CARTRIDGE:HP LASERJET 4000	ink and Toner	4	\$453	3	\$802	100%
410108	CARTRIDGE:HP LASERJET 4000	ink and Toner	4	\$479	2	\$971	100%
727001	CARTRIDGE:HP LASERJET 4000	ink and Toner	0	\$0	8	\$947	100%
310009	CARTRIDGE:HP LASERJET 4000	ink and Toner	2	\$265	2	\$263	100%
410007	CARTRIDGE:HP LASERJET 4000	ink and Toner	0	\$0	3	\$949	100%
434009	LASER:HP 4000 LASER PRINTER	Labels and Forms	4	\$379	0	\$0	100%
440002	PAPER:HP 100% RECYCLED 8.5X11	Paper	10	\$349	0	\$0	100%
990002	CARTRIDGE:HP LASERJET 4000	ink and Toner	1	\$123	4	\$467	100%
437009	PAPER:HESS 100%RECYCLED 8.5X11	Paper	10	\$344	0	\$0	100%
434009	BATTERY:ALKALINE MAXAA 3450	Cleaning and Breakroom Supplies	16	\$277	16	\$276	100%
330400	CARTRIDGE:HP LASERJET 4000	ink and Toner	2	\$337	2	\$333	100%
470204	TONER:HP CC388A:BLACK	ink and Toner	4	\$314	8	\$467	100%
180204	LABEL:HP 100% RECYCLED 8.5X11	Labels and Forms	16	\$164	36	\$473	100%
740108	POLYMER:QUAD 300V LCL 88	Filing and Binding	6	\$223	0	\$0	100%
727001	CARTRIDGE:HP LASERJET 4000	ink and Toner	4	\$219	0	\$0	100%
430010	Canon LUCIA PR-100 M8K - ink	ink and Toner	3	\$211	0	\$0	100%
470204	LABEL:HP 100% RECYCLED 8.5X11	Labels and Forms	31	\$143	22	\$115	100%
990002	CARTRIDGE:HP LASERJET 4000	ink and Toner	2	\$146	0	\$0	100%
430010	Canon LUCIA PR-100 BK - ink	ink and Toner	2	\$144	0	\$0	100%
430010	Canon LUCIA PR-100 BK - ink	ink and Toner	2	\$144	0	\$0	100%
430010	Canon LUCIA PR-100 BK - ink	ink and Toner	16	\$226	16	\$226	100%
Total				\$12,071			
% to Total				62%			

- The successful Offeror will be required to sign Appendix D, Exhibit B, National IPA Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Office Depot has reviewed Appendix D, Exhibit B, National IPA Administration Agreement, and outlined our proposed exceptions on the Term and Conditions Acceptance Form in Tab 1 as required.

Tab 3: Performance Capability

- iii. Describe Offeror's ability and experience with E-Commerce and web-based procurement providers such as ESM, Jaggaer, Coupa, Workday, Lawson Oracle, SAP, Peoplesoft, and all others your company has successfully interfaced with. Describe electronic online catalog, Punch-Out Programs, purchasing authorization limits, storefront, etc.

Office Depot continues to lead in the B2B eCommerce space. We support enterprise sales by winning new business, retaining/growing existing customers, and providing the right tools and online experience at the right time.

Office Depot is consistently one of the largest Internet providers of business services and supplies, products and technology solutions worldwide. Our robust and award-winning web site has been recognized as one of the top web sites on the web for its features, user friendliness and high volume of activity. We are a founding member of the OBI (Open Buying on the Internet) and have the most advanced Internet ordering web site as well as extensive third-party ERP integration experience, with over 1,500 third-party integrations and punchout solutions.

We have completed many integrations with customers using ReqLogic.

In addition, the following is a short list of companies/platforms which we've integrated:

ERP and Finance Systems:

- Banner
- Buy Efficient
- Financial Edge
- Great Plains
- Lawson
- Oracle
- Ormed
- PeopleSoft
- ReqLogic
- SAP
- Customers using IBM AS400 systems

We have also integrated with the following middleware providers who may also provide accounting/financial services.

- | | |
|------------------------------|-----------------------------------|
| • Aeroxchange | • eSchool Mall / Mercury Commerce |
| • Allison Royce & Associates | • Elcom |
| • Ariba | • Epylon |
| • Coupa | • ePS (eProcurement Services) |
| • DSSI | • Hubspan/Liasion Technologies |

Tab 3: Performance Capability

- Hubwoo
- IBX
- Infor (aka Datastream)
- JP Morgan/XIGN
- OB10 (Tungsten Network)
- Ops Technology(RealPage)
- eProcurement Services
- Periscope/NIGP Codes
- Perfect Commerce
- P2P Solutions
- Procurement Partners
- Puridiom
- UNSPSC.org
- Quadrem
- Skyward
- Unimarket
- Verian
- Workday
- Adelpo Captial
- Spend Management
- Jaggaer (SciQuest)

Electronic Catalogs

Internet based catalogs:

- Round-trip – xCBL
- Punch-out – cXML
- Open Catalog Interface (OCI) - OCI
- Oracle Direct – Transparent Punch-out

Static / Hosted Catalogs

As mentioned, Office Depot supports all types of delimited data-feeds, (i.e., txt, csv, pipe delimited). The below lists some of mainstream standard hosted catalog formats we support:

In addition, Office Depot will partner with our customers requiring a hosted catalog that is not part of this list. Our eContent Team will work closely with your technical team and share best practices to help you create a hosted catalog solution that suits your business needs.

Office Depot has supported online catalog access through Coupa via cXML a/k/a punchout. Office Depot also supports xCBL and OCI. Office Depot has implemented over 1,000 external interface relationship partnerships. These partnerships range from a simple Hosted catalog and EDI purchase order to a full XML solution including Direct catalog interface (Punch-out/Round-trip), purchase order, acknowledgment and billing. Lawson has the ability to produce electronic purchase orders in both EDI and XML format. The Lawson system supports both a Hosted Catalog and direct supplier catalog interface (Punch-out/Round-trip). Office Depot also supports both Hosted catalog and Direct web-catalog interface.

Hosted catalog content can be provided in Region 4 ESC custom format or Standard Lawson format. Office Depot supports various XML formats for direct catalog interface. We routinely implement cXML (Ariba format) xCBL (Commerce One/Perfect Commerce format) and numerous XML direct punch-out

Tab 3: Performance Capability

strategies. Our routine tests of Direct Connect and purchase order submit with Lawson have been very successful.

We support a diversity between Punch-out format and purchase order submit; if Region 4 ESC Participating Agencies prefer to connect directly using XML format but would like to submit purchase orders in EDI format, Office Depot can easily accommodate.

Updates are instantaneous. Catalog information resides on an Office Depot web server, not on your desktop, so your system is not burdened by memory hogging downloads and updates. In addition, access to order information requires no special programming or additional help from MIS specialists.

Punchout

Office Depot has extensive experience with both punchout and customer-hosted catalogs. Office Depot has integrated punchout with more than 500 customers. We support CXML Punchout, OCI Roundtrip, and XML (Oracle) TapOut, as well as Transparent Punchout. Trust us to implement:

- Standard Punchout (one login and password for all of an organization's users), all users see all order history and shopping lists
- User-level Punchout (separate logins for each user, allowing for personalized shopping lists). Users also would view only their own orders on Order History
- Spend (demand) management functions such as the Top 50 items ordered list, default product search order, preferred (a/k/a Contract or Best Buy) items during search drill down, the ability to hide restricted items, and custom company information on email acknowledgements (e.g., the Office Depot account representative name and phone number displayed at the bottom of the email)

The advantages of punchout with Office Depot include: dynamic pricing, viewable real-time inventory, enhanced search functionality, access to all features and functions of the Office Depot B2B website, the ability to view icons for contract and restricted items, and the spend management capabilities described above.

Office Depot currently supports about 200 customer-hosted and third-party-hosted catalogs. Ariba, Workday ERP, Jaggaer, CIFs, Perfect Commerce PUPs and CUPS, and formats of most other third-parties are supported. We also support any flat file specification directly from customers. Hosted catalog formats are available as Excel or delimited files.

We can also:

- Supply an Excel file of all items and/or item changes via various electronic delivery formats
- Zip and email the catalog directly
- Supply images (via various electronic delivery formats) of items in .jpg or .bmp format

Tab 3: Performance Capability

Our punchout capabilities include:

- Restrict Items – from being purchased at the user level by department, class, item and/or dollar amounts
- Best Value Items – all core items are identified and float to the top of all searches
- 4 Accounting Fields – for customization and identification of cost centers and billing/orders information
- Shopping Lists – create corporate wide 'best value' lists and personal items lists
- Real Time Inventory – make intelligent choices based on real product shipping location inventory
- Online Backorder – intelligent backorder information, providing alternative options
- Online Returns – simplest and fastest method available for item pickup and credit
- Advanced Search – narrow your results by product, category, description, use, price, and size
- Toner/Ink Find – fast method to search by manufacturer, make, and model for those supplies that fit your machine
- Compare Items – side-by-side comparisons, describing function, and capabilities
- Order Notification – detailed user information on your approved orders
- Live Online Chat – instant message our customer service for any questions regarding product recommendation, order status, or online web functionality

Purchasing Authorization

Our system offers an approval hierarchy capability – from a single approver up to 11 approval levels – that can be accomplished within an approval workflow set up and managed by the customer's authorized Administrator(s). Each approval level within a workflow can be directed to one approver or a group of approvers. If an end user tries to order something beyond his or her dollar limit, our system will automatically send an email to the person's approver or approver group for approval, and an additional email will be sent notifying the end user and approvers when the order has been approved on their approval level. A proxy approver feature allows workflow approvers who will be out of the office to designate someone else to approve in their behalf. Optionally, each workflow can be customized to bypass the approval process for orders that fall below a minimum dollar threshold, or for orders that contain only contract items. This automated approval process is implemented in the beginning stages of your account or can be added at any time.

Within the Office Depot system, each end-user has a unique identification number and password to ensure that only that person is authorized to access the Office Depot catalog. Each unique profile is tied to your specific cost centers, ship to locations, purchase levels and spending limits.

The Super User sets up a "User Profile" for each new user of the system. Each user is given "permissions" during the original implementation by the designated Super User.

At the bottom part of the screen, you will see a heading "User Settings and Permissions." Under each category, the user is given permission (or denied access) to each shopping decision.

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For example, you will see drop-down menus following the words, "This user can..."

- Select Any, Use only Default or Select from Specified list of Ship To
- Select Any, Use only Default or Select from Specified list of PO Number
- Select Any, Use only Default or Select from Specified list of Release
- Select Any, Use only Default or Select from Specified list of Cost Center
- Place and Release Orders
- Query Any Placed Orders
- Modify Placed Orders
- Cannot purchase restricted items, etc.

This section is followed by "Dollar Limits" (Per Unit Price, Per Extended Line Item, Per Order). Participating Agencies can customize the permissions for a particular user using all of these criteria at the initial set up of the account.

iv. Describe how Offeror responds to emergency orders.

Office Depot is prepared to provide next-business-day delivery to over 95% of the U.S. Next-business-day delivery of your in-stock office supply orders operates through three elements, and Office Depot offers you better performance in each area: Inventory, Order Cut-off times, and Delivery Network.

Inventory: Office Depot stocks, on average, more than 15,000 SKUs in our Delivery Centers. In addition, we consistently achieve over a 98% line item fill rate company wide.

Order Cut-Off Times: Office Depot's standard delivery lead time is next business day for stocked items on orders received by Office Depot online or via phone by 5:00 p.m. on a business day. Orders outside of our next-business-day delivery zone are shipped by UPS and delivered within 2 business days.

Delivery Network: Office Depot's B2B Delivery Network allows us to maintain a local, regional, and national presence. We outsource our deliveries with contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage.

Office Depot fills and delivers more than 100,000 deliveries a day with an on-time delivery rate of 99% based on reconciled manifests. That accuracy is possible because we have a fully integrated warehousing system and operate our own coast-to-coast distribution and delivery network.

Office Depot has the latest order cutoff times in our industry. Orders placed on a business day for in-stock items will be delivered on the promised next delivery schedule for the ship-to location (usually next business day) and the times vary depending on the ordering channel used:

- Online website ordering, 5:00 PM local time
- EDI ordering, 6:00 PM local time

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- Toll-free telephone ordering 5:00 PM local time
- Fax and email orders, 3:00 PM Eastern Time
- Mail orders, 3:00 PM Eastern Time
- Items may be purchased in an Office Depot or OfficeMax Retail Store at contract prices by your authorized buyers any time the store is open

Emergency Orders

Typically, Office Depot's turn-around time for emergency orders is 4 hours. Office Depot will offer same-day delivery within 30 miles of our stocking facilities direct-service markets at no additional charge if the emergency is due to our error. We can make same-day deliveries to these locations when we receive the order by 12:00 noon local time.

Courier charges will be added to the customer's account for emergency orders that are not due to an Office Depot service failure. Office Depot will not mark up the courier charges, only pass on any additional costs for same-day delivery.

v. What is Offeror's average Fill Rate?

- Order Fill Rate – The percentage of orders that were 100% filled on the first delivery schedule for the ship to location – 97.70%
- Line Fill Rate – The percentage of line items ordered that were 100% filled on the first delivery schedule for the ship to location – 99.22%

vi. What is Offeror's average on-time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

The closest calculation to an on-time delivery percentage would be our percentage for Orders Delivered Next Day. Although we track this performance result, we do not tabulate it like we do our fill rates. Each warehouse location has a percentage of orders delivered next day. Depending on their location, they may service more remote locations than other warehouses. Overall, as a company, our on-time delivery percentage could be estimated at 99% and has historically ranged in the 97-99% range.

On-Time Delivery – The percentage of deliveries that were made on the promised schedule for the ship-to location – 99.13%

vii. Describe Offeror's return and restocking policy.

Your complete satisfaction is our primary concern. At Office Depot, we want to be sure that every purchase is the right one for you. If you are dissatisfied with your purchase for any reason, you may

Tab 3: Performance Capability

return most items in their original packaging within 30 days of purchase for a replacement or full refund. To place a return online, click on the Order Number under Order Tracking. Click on the Begin Return link on the Order Detail page to start the return process. For further assistance in processing your return online, or if the order does not have a Begin Return link, please contact the Technical Support Desk at 800.269.6888.

*Please Note: Only one return per punch-out order may be processed online. If an additional return is required, please contact Customer Care at 888.263.3423.

Exceptions:

- Furniture, Computers, and Business Machines with accessories in original packaging can be returned within 14 days after purchase for a full refund.
- Notebooks, PCs, and open software (with accessories in original packaging) can be exchanged for the same item within 14 days of purchase.

Special Order Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as SPECIAL ORDER.

viii. Describe Offeror's ability to meet service and warranty needs.

To the extent Customer requires Office Depot to provide warranties on products sold to Customer, Office Depot's warranties shall be limited to Office Depot-branded products. For all other products, Office Depot will pass through to Customer, to the extent permissible under applicable law, all manufacturer-supplied end-user warranties. Office Depot delivery service is discussed in Section iv.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Your designated Account Management Team will be your primary contact for all account related issues or concerns. In the event, you cannot reach your Account Manager, please contact our Customer Care Department. Once your contract has been awarded, a customer-specific plan will be provided with contacts and phone numbers.

More than 90% of the queries to our Customer Care Team are resolved during the initial contact. Unless there are extenuating circumstances, most remaining issues are resolved within a four-hour timeframe.

We offer several levels of problem resolution:

- Immediate resolution on the phone
- Standard research/resolution time within two hours

Tab 3: Performance Capability

- Extended research/resolution time within four hours
- Complex circumstances involving one or more departments and/or locations with mutual Management involvement and/or approval may take several hours or days for final resolution.

Issue resolution and problem escalation will be managed through our formal Customer Resolution Form (CRF) process to ensure each issue is documented, tracked, and monitored until resolution. Office Depot's problem resolution CRF is a software system that tracks every issue not resolved on the first contact. This system ensures no problem goes unresolved. Every issue that can't be resolved on the initial phone call is identified as mission critical, urgent, or important and then escalated through the CRF process until resolved in our agreed-upon SLA terms.

x. Describe Offeror's invoicing process.

Office Depot can provide you a complete Individual Invoice and Consolidated Billing program on a local, regional, or national level. Multiple fields can be customized to accommodate the specific terminology of your order process. Your account can be implemented to require and/or validate specific account information at the time of placing your order. Various options available depending on whether the billing is in paper or electronic format.

Invoice Billing

An invoice is generated for each order placed by your end user. Your invoice can be sent either in daily, weekly, semi-monthly, or monthly intervals directly to the primary address or indirectly to the "Ship To" location(s). Also, any of the "Header Titles" that are listed under the optional information section can be renamed as necessary. This can be done by paper or electronic format.

Standard information on all invoices:

- Account Number
- Account Manager
- Order Number
- Order Date
- Ship Date

Optional information that can be added to the invoice:

- "Ship To" ID
- Department Name/Number
- PO Number
- Release Number
- Desk Top Location

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Media Types Available for Invoice Billing:

- Paper
- EDI
- ePDF
- eXLS
- eTXT
- CSV
- FTP (File Transfer Protocol)

Consolidated Billing

A consolidated or summary bill is generated for all orders reconciled within a given time period. Your consolidated bill can be sent weekly, semi-monthly or in monthly intervals directly to the primary address or indirectly to the "Ship To" location(s) by paper or directly to the primary address electronically. Summary bills can be sorted, totaled or have page breaks with any of our header options. Also, any of the header titles can be renamed as necessary.

If you select consolidated/summary bill, you must agree to pay the invoice in full. If you have any disputes, you simply need to advise Customer Care or your Sales Rep, who will research and issue a credit memo for valid dispute(s), which will be reflected on the subsequent consolidated / summary invoice. You cannot short or partial pay consolidated / summary invoices.

- Annual spend must be \$60K or greater, and electronic delivery is preferred.
- When you send payment, simply include the consolidated / summary invoice number on your remittance.

eBill EDGE

Office Depot has developed an entirely new Green billing system. With eBill EDGE Region 4 ESC Participating Agencies will now be able to receive their billing documents in PDF or XLS format as a file attachment sent via email.

The advantages of eBill EDGE for you as a customer are listed below.

- Bills will be received more quickly via email than postal mail, allowing more time for processing.
- Bills can be emailed to multiple recipients, eliminating the need to produce and distribute paper copies.
- Bills can be stored electronically, eliminating the need for bulky physical storage.
- You contribute to "green" initiatives by reducing your carbon footprint.
- You can opt to receive in an Excel format that can be directly uploaded to your accounts payable system.

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Office Depot has various eBill formats from which to choose to best fit your needs.

PDF – We have three PDF formats to choose from:

1. PDF Invoice – Our most popular invoice format. Customers choosing this format can opt to sort the SKU items by cost center, ship to location, or purchase order.
2. PDF Consolidated with Detail – For those who wish to pay by consolidated bill, this format can sort and subtotal the invoices by cost center, ship to location, or purchase order.
3. PDF Consolidated with NO Detail – For those who wish to pay by consolidated bill and do not need to see line item detail. Offers the same sorting and subtotalling options in a summarized view.

XLS – We offer several Excel formats as well:

1. Excel with Detail and Logo – All order detail presented in a spreadsheet format with key data summarized at the top of the sheet. Sorting and subtotalling options are available.
2. Excel with Detail and NO Logo – Ideal for those looking for a file that is easily uploaded to their payables system. Can also be sent without column headings for a “data only” file.
3. Excel with NO Detail with Logo – Perfect for customers requiring an Excel format without item detail. Sorting and subtotalling options are available as is the ability to exclude summarized data and/or headings at the top of the sheet.

Signing up for eBill EDGE

If you would still like your current paper bill format and would like it sent via email, then either you or your Account Representative can send an email to billingsetup@officedepot.com with your Name, Contact Information (email and phone number), and Account Number. Ideally, a departmental mailbox like accounts.payable@mycompany.com should be used.

If you would like to change your bill format, please review the sample formats, select the one you prefer, and have your Account Representative send an email to billingsetup@officedepot.com with the necessary information.

Electronic Data Interchange (EDI)

EDI technology has been used since 1989 by Office Depot customers to speed purchasing, invoicing and banking. Typically, EDI systems employed by our customers are often linked directly to corporate accounting systems. EDI users have the option to create their order in an interactive mode using the search and browse capabilities of the Office Depot Internet catalog. After you create the order, it is routed back to your EDI system. There it is converted to the universally accessible ANSI x .12 format before being sent through the standard EDI processing.

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E-Procurement Integration

Office Depot processes well over 100,000 orders per week via third-party e-procurement platforms. We can integrate through EDI or XML for a dynamic punchout experience. We are one of the largest suppliers on the Ariba network and the Perfect Commerce platform. We have agreements with all of the major players in the third-party e-procurement market, including Ariba, PeopleSoft, Jaggaer, Oracle, Data Stream, SAP, and more.

Store Purchasing Card (SPC)

We have nearly 1,400 Office Depot OfficeMax retail stores nationwide. Our national retail program allows our customers to shop at any of our retail locations for emergency, after hours and weekend purchases. Our Store Purchasing Card (SPC) is distributed to authorized users permitting them to make retail purchases in an Office Depot/OfficeMax retail store while receiving your negotiated contract pricing. Functionality within our network has been developed to provide multiple payment options including: Account Billing Only, Both Account Billing and Other Payment (cash, check or credit card) and Cash, Check, or Credit Card.

Procurement Cards (P-Cards)

Office Depot accepts credit card payments by Visa, MasterCard, or American Express. All Office Depot purchases can be paid with this card, whether by phone, fax, Internet or in-store shopping, including Copy & Print projects. We offer Level II and up to Level III data for procurement card purchases. The details of the Level III data reporting are worked out between our customers and their respective banks. This includes such information as – SKU number, quantity detail, purchase order number, department number, or other specified fields of information.

The customer is required to register each P-Card in order to be offered this service. The registration of P-Cards is done in bulk during contract implementation or on an individual basis when needed and does require an overnight system roll-up process, which means there is a one day wait required from registration before the initial use in a Retail Store.

xi. Describe Offeror's contract implementation/customer transition plan.

Office Depot will provide Region 4 ESC Participating Agencies a dedicated and experienced global implementation team to larger customers needing special account set-ups to ensure your new office supply contract is professionally and seamlessly implemented accurately and on time. Each member of our team will have specific responsibilities and progress milestones that will be identified and communicated to exceed implementation expectations.

Implementation Team Roles and Responsibilities:

- Introduce key stakeholders
- Review account performance requirements
- Identify required account set up information to be provided to the implementation team

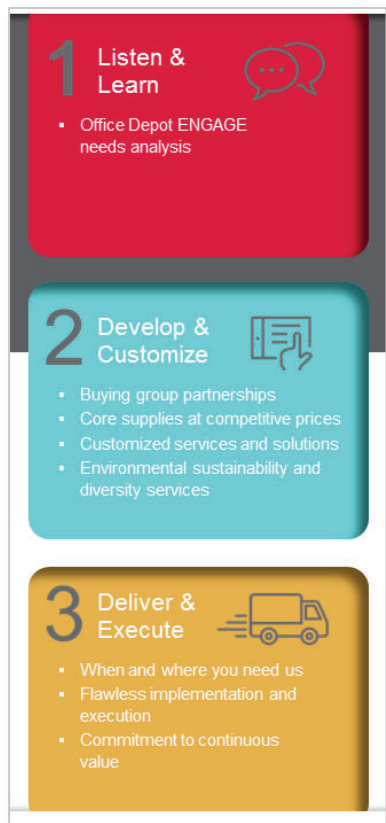
Tab 3: Performance Capability

- Review invoice and reporting requirements
- Review delivery requirements
- Review approval work flows

Implementation Project Plan and Checklist

Implementation Project Plan

The plan establishes a jointly agreed set of activities and timetable between Region 4 ESC Participating Agencies and Office Depot for all significant events, from awarding the contract to starting of full-scale service delivery. The plan will enable us to:



- Set project scope and requirements
- Agree on short, medium and long-term objectives and schedule reviews
- Outline roles and responsibilities for each activity
- Establish dependencies between key activities
- Control processes for monitoring and reporting progress
- Outline contract criteria between both parties
- Confirm ordering methodologies and eBusiness strategies

Implementation Checklist

The checklist details all operational aspects of the contract, facilitating communication between all parties. It will provide a key method of monitoring progress against agreed objectives, which include:

- Outlining local account structure
- Collating data
- Planning customer site visits and onsite training requirements
- Tracking logistics and warehousing requirements
- Specifying local service-level agreements

Transition from Existing Supplier

Developing a thorough understanding of your contract is fundamental to a successful transition. Your implementation manager is responsible for working with the internal Office Depot teams, including key account managers, customer care and contract support teams, to effectively communicate contract objectives and ensure that each party meets their related responsibilities.

Communication Needs

Clear communication is vital to the successful transition of suppliers and the smooth implementation of your new contract. This includes:

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- A list of stakeholders and their information requirements
- Reports, emails, and newsletters
- Key pieces of information related to the contract

Relationship with Incumbent Suppliers

The transfer phase is critical to successfully launching your new contract. Therefore, we place a high priority on establishing effective communication with incumbent suppliers.

Together, we will:

- Define the contract transfer strategy
- Agree to account enhancement and additional solutions
- Establish transfer dates

Program Launch and Marketing

As explained earlier in Section i. of this tab, to maximize contract compliance and value, Office Depot will provide a detailed program launch designed to make your end users aware of our new partnership. We will launch our program with a series of marketing activities including:

- Office Depot Welcome Letter introducing the benefits of the contract
- Schedule of live training
- Easy-to-understand online user guide
- Introduce Web Site Tutorials

Road Shows: We will hold training sessions at principal locations to be covered by the new contract. These sessions should be attended by members of the local team, including the implementation manager and global sales manager. Sessions will provide an opportunity to outline the benefits of the contract, highlight the savings and the industry-related environmental initiatives and improvements.

User Guides: We will agree to the format and distribution methods of user guides designed to communicate account details, order methods, return procedures, frequently asked questions, and service support team contacts. These guides will be available to end users during and after contract implementation.

Store Purchasing Card: The Store Purchasing Card enables your organization to take advantage of negotiated contract pricing at any of our 1,400 North American retail locations.

End-User Training

Our approach to end-user training and contract awareness incorporates a number of initiatives which include:

Onsite Training: We will schedule training at key locations to brief end users on how to buy office supplies with Office Depot ePurchasing tools.

Tab 3: Performance Capability

Website User Guides: These comprehensive guides will be made available online in Adobe Acrobat PDF format.

Ongoing Support: Our eBusiness help desks and local customer care teams will be available to all your end users.

Website Tutorials: We will provide end users with simple-to-use online tutorials to assist them with ordering procedures.

Web Conferencing: Our eBusiness teams can establish a net conferencing training service for remote locations as needed.

xii. Describe the financial condition of Offeror.

Office Depot is one of the largest office products distributors in the world. On November 5, 2013, Office Depot and OfficeMax completed their merger of equals. By combining both companies, Office Depot, Inc., is a stronger, more efficient global provider of products, services and solutions, fully committed to setting a new standard for serving the workplace and home needs of today and tomorrow through innovation and exceptional customer experience. The company has combined annual sales of approximately \$10.2 billion.

Office Depot is a financially strong organization with the balance sheet to prove it. The Company stock trades publicly on the NASDAQ (ODP). We maintain the highest standards in our financial reporting with a very strong financial team that is fully engaged and dedicated to the highest standards of financial responsibility. In addition, Deloitte & Touche has audited Office Depot's balance sheets, thus ensuring our financial integrity and position in the marketplace.

Region 4 ESC Participating Agencies can assess Office Depot's financial standing in the marketplace with the following details:

- Office Depot's Federal Tax Identification number: 59-2663954
- Dun & Bradstreet number: 15-353-1108

Additional financial ratings, ratios, and corporate information are available to the public. Copies of our SEC Filings and Annual Reports can be accessed through the following link:

<http://investor.officedepot.com/phoenix.zhtml?c=94746&p=irol-irhome>

See Tab 7, Attachment 7.1, for attached Dun & Bradstreet Report.

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- xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Office Depot offers a demonstration login. The information is as follows:

- Type in: <https://business.officedepot.com>
- LoginName: bid production
- Password: production
- Click: Login

Please note: The prices shown under this website do not reflect the prices offered in the proposal.

Online Ordering Capabilities and Functionality

Office Depot offers a fully integrated, real-time, business-to-business website. The B2B site is an award-winning, OBI-compliant (Open Buying on the Internet), robust web site for use by our contract customers in a highly controlled, secure e-commerce environment. The site is owned, managed, and maintained by Office Depot. Independent sources have repeatedly rated Office Depot's site highest among all Internet retailers in the country.

The ever-evolving architecture of the site is designed to provide a one-stop reference/research tool, increase productivity, reduce expenses, and lower the overall cost of managing the office products commodities. The popularity of the site is evidence of its consumer acceptance. Today's competitive business climate requires efficient, lean operations by doing more with less. With the constant updates/enhancements to the site, Office Depot continually offers added value and convenience with our World Class Electronic Commerce Solutions.

As an eCommerce pioneer, Office Depot has connected more than 325,500 mid to large corporations with over 1,388,000 users. Seventy-five percent (75%) of our contract business comes via the internet. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only easy for Region 4 ESC participating agencies but for their users, too.

Our Electronic Commerce Leadership and Experience

Our robust and award-winning website has been recognized as one of the Top 5 web sites on the Net for its features, user friendliness, and high volume of activity. We are a founding member of the OBI, and have the most advanced Internet ordering web site, as well as extensive third-party ERP integration experience, with over 1,500 third-party integrations and punch-out solutions. Our contract customer web site offers the following advantages:

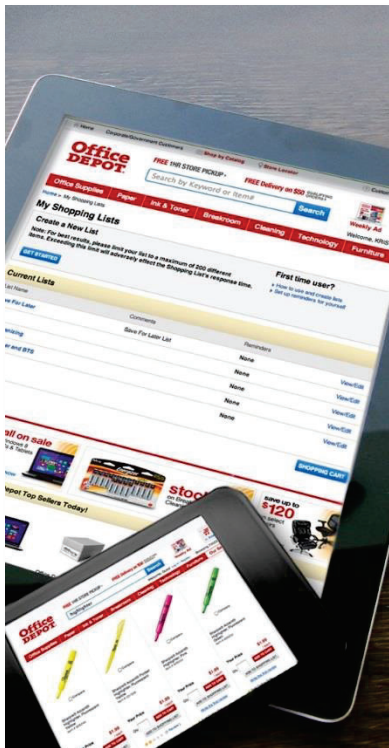
Excellent Management Tools:

- Online Reporting – no need to ask for reports when they are at your fingertips. 12 months of downloadable and exportable order history (cost center, ship-to, user, item SKU, etc.)
- Bulletin Board – to communicate program information and post your logo

Tab 3: Performance Capability

- Billing Information – POD verification, reprints of invoices or packing slips
- Set Spending Limits – create hierarchy restrictions, approvals, workflow process levels
- Restrict Items – from being purchased at the user level by department, class, item and/or dollar amounts
- Email Approval Release – online email approval release (HTML)
- Price Verification – see your contract prices on all items
- Real-time credit card authorization
- Administrator User – approved management 'super users' have the ability to change personal profiles, ship-to's, restrictions, approvals, etc.
- Create Profiles – define parameters/capabilities for each user as well as all their information
- Group Login Identities – optional single login for cost centers, locations, departments, etc.
- GPS Order Status – know exactly where your packages are from the time you 'click' your order to when the packages arrive at your desk, including electronic signature capture
- Best Value Items – all core items are identified and float to the top of all searches
- 4 Accounting Fields – for customization and identification of cost centers and billing/orders information

Easy to Use:



- Shopping Lists – create Corporate wide 'best value' lists and Personal items lists
- Real Time Inventory – make intelligent choices based on real product shipping location inventory
- Online Backorder – intelligent backorder information, providing alternative options
- Online Returns – simplest and fastest method available for item pickup and credit
- Order Reminders – schedule reoccurring or one-time reminders
- Future Orders – flexible delivery dates, or build your shopping cart for later orders
- Advanced Search – narrow your results by product, category, description, use, price, size, etc.
- Toner/Ink Find – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- Compare Items – side-by-side comparisons, describing function, and capabilities
- Order Notification – detailed user information on your approved orders

Tab 3: Performance Capability

- Live Online Chat – instant message our customer care for any questions you may have on a product recommendation, order status, or online web functionality

Many Categories – Huge Selection:

- 30K items – available next business day
- Print on Demand – download your customized jobs directly on the same site and have them delivered with your supplies
- Technology Products – we offer over 300,000 products from more than 500 manufacturers
- Furniture – we stock over 1,000 furniture items in our warehouses
- Janitorial and Breakroom – hundreds of the most common items you need
- Promotional Items – put your logo/brand or special event information on just about anything
- Brand Identity – download and create your own stationery, or pull from your private warehoused items we have already created

Much like our e-commerce and web-based procurement capabilities and functionality, we offer the same features for our own website, including authorization, approval routing, and restrictions.

User Profiles

We will establish a unique User Profile for every user you authorize to utilize the B2B site. Their user profile will contain their contact, delivery and billing information as well as their ordering permissions.

Super User Account Management Capabilities: This option allows pre-appointed Region 4 ESC Super Users to control Account Management details such as:

- Activating or disabling passwords for internal users
- Controlling/monitoring Blanket POs usage
- Adding and deleting Ship-To's
- Managing Cost Centers/Departments
- Updating User profiles
- Editing or removing users
- Placing orders for otherwise restricted items (due to product type or dollar limit)
- Creating multi-tiered approval workflow templates for each user
- Formatting and running usage reports
- View online Proof of Deliveries (includes name, date, and time received)

Super User Authorized User Management: Key permissions are controllable on a user-by-user basis:

- Password
- Ability to Create Only or Place Orders
- Unit Price Dollar Limit
- Line Item Dollar Limit

Tab 3: Performance Capability

- Order Total Dollar Limit
- Ability to Override Restrictions
- Management Notification/Approval Requirements (i.e., Single or multi-tiered approval process)
- Eligible and Default Ship-to's
- Eligible and Default Department Number
- Eligible and Default Purchase Order (if necessary)
- Eligible and Default Release (if necessary)
- Payment Method (i.e., specific charge card number)
- History Viewing Capabilities
- Usage Report Viewing Capabilities

In addition to the above listed features and benefits of our online system, the following features may benefit Region 4 ESC participating agencies.

Smart Cart Feature: Online shopping tool to help end-users compare items, save money, and go green. Three different Smart Cart tools can be activated at any time as a cost-saving feature:

- Smart Value Cart will remind end users of available core list items during the shopping process. Example: An end-user places a package of self-stick notes in their cart that is not part of the core list. If there is a comparable package of self-stick notes (e.g., standard yellow vs. the bright colored notes initially selected) on the core list, the cart will provide a pop-up alternative showing the item and the potential savings by changing the selected item to the core item.
- Private Brand Cart, like the *Best Value Smart Cart*, will make lower cost alternative suggestions during the shopping process; however, the key element recommends private brand, lower cost alternatives. Example: An end user places the national brand Post-It sticky notes in their cart. If there is a comparable item in a private brand with a lower cost, then the alternative will be suggested.
- Green Cart works in a similar fashion as the other Smart Carts, but may suggest items that have a higher initial cost. Example: An end user selects a 12 pack of AA batteries. The smart cart may suggest a package of rechargeable AA batteries. The rechargeable batteries may have a higher initial cost; however, due to the ability to recharge and reuse the batteries, overall cost per use goes down over the life of the battery.

Region 4 ESC participating agencies may select to have only one or any combination of all three Smart Carts loaded to its account based upon business needs. The Smart Cart tools allow end users to make better purchasing decisions to meet their business needs.

Online Smart-Dashboard: This highly innovative self-service tool:

- Allows real-time access to important account information
- Displays year-to-date and monthly spend analysis by ship-to, cost center, and user

Tab 3: Performance Capability

- Identifies opportunities to utilize additional Office Depot services that can result in cost savings
- Features real-time video overview of account activity and data export capability

The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks, and provides insights to online user activity and behavior.

xiv. Describe the Offeror's safety record.

The table below shows Office Depot incident rate for 2015, 2016 and 2017.

Year	Avg. # of Employees	Hours Worked	Number of Recordable Cases	Incident Rate	OSHA Recordable Rate for your Industry	Number of Fatalities
2015		39,474,362	782	3.9	3.4	0
2016		48,132,307	773	3.2	3.4	0
2017		45,331,118	726	3.2	3.4	0

The table below shows Office Depot Lost Work Case incident rate for 2015, 2016 and 2017.

Year	Avg. # of Employees	Hours Worked	Number of Recordable Cases	Incident Rate	OSHA Recordable Rate for your Industry	Number of Fatalities
2015		39,474,362	214	1.1	3.4	0
2016		48,132,307	206	1.0	3.4	0
2017		45,331,118	193	1.0	3.4	0

Office Depot is committed to providing a safe environment in which our associates work and our customer's shop. We continue to enhance our associates' skills, ensuring safe work practices through effective associate education, training, communication, and supervision. Safety is an underlying value that we actively promote and practice every business day. Office Depot's Safety and Health program relies on each associate's active involvement to achieve our safety expectations.

The Office Depot safety program is led by our Senior Director of LP Systems Technology, Investigations and Safety & Supply Chain Safety Consultant, and Retail Safety Consultant who oversee safety

Tab 3: Performance Capability

processes for their respective businesses. Additionally, 45 Field Loss Prevention & Safety Managers help drive field safety leadership to both our retail and supply chain locations.

Safety training for all new associates during their orientation, in order to inform them of safe work practices, including but not limited to proper procedures when operating machinery, forklifts, and expected behaviors.

Required program maintenance and annual safety training for all associates, which includes lockout-tagout, powered industrial trucks, conveyor and dock safety, incident management, hazard communication, and behavioral safety.

Coordination of safety committees, documenting and investigating all incidents, maintaining continuous safety awareness training programs, and sharing and implementing best practices.

Performance metrics are integrated into leadership goals and compensation bonus structures. Monthly performance metrics are distributed to field and onsite leadership teams, as well as reviewed with executive management.

xv. Describe Offeror's reporting capabilities. Provide samples of reports available and if there are any fees associated with the reports.

One of the most powerful tools Office Depot offers is extensive usage and tracking reports for everything you purchase from Office Depot. This information will be customized to your overall program for the entire account, covering all products and orders for each line of business you purchase from Office Depot. Office Depot and Region 4 ESC Participating Agencies will set up a customer-centric business review, which will include a rolled-up summary report for corporate purchasing summarizing local activities, performance, and compliance within the corporate program. We will assist you with analyzing spend and usage data as well as monitoring performance. This will allow you to drive greater usage to your core list, identify rogue spending outside preferred contract stationer, and see actual product usage.

Office Depot can easily accommodate your reporting needs. Historically and currently, there is no additional charge for these reports, which can be sorted in up to nine levels using a combination of any of these fields:

- Customer Number
- Customer Product Code
- Customer Department Number
- Office Depot Product Code
- Office Depot Catalog vs. Non-catalog products
- Contract vs. Non-Contract Products
- End-User Name of Desktop Location

Tab 3: Performance Capability

- Office Depot Merchandise Department
- Parent Number if usage is rolled up by groups
- Ship to or Location Number
- Ship to by City, State, or Zip
- Office Depot Product Categories
- Purchase Order Number
- Product Description
- Contact Name
- Order Source
- Customer Size

Performance Measurements-Scorecard

Office Depot Business Solutions Division

December-18	
Description	YTD
Total Number of Orders	1,010
Total Number of Order Lines	4,388
Percent of Orders Delivered Next Day	99.80%
Percent of Lines Filled	99.75%
Average Amount Per Order	\$178.12
Total Number of Backorder Lines	3
Average Number of Days/BO Line	3.4
Total Amount Purchased	\$179,899.26
Total Amount Stocked Inventory	\$177,800.26
Total Amount Special Orders	\$2,099.00
Total Amount Credit	\$172.43
Total Number of Lines Credited	3
Total Number of Customer Return Lines	3
Total Number of Misfills By Line	1
Total Number of Damaged Items By Line	2

Formats and reports available include, but are not limited, to the following options:

Usage Reporting

- Item and dollar usage
- Descending dollar usage
- Descending times item sold
- Descending quantity usage
- Contract vs. Non-Contract
- Customer department number
- Desktop location or end-user name
- Ship-to or location number

Cost Savings Opportunity Reporting

- Customer product code
- Office Depot product code
- Office Depot merchandise department
- Office Depot product category
- Product description

Order Method Reporting

- Internet
- Fax
- Phone
- Store Purchasing Card
- Procurement Card

Distribution Cost Reporting (Average order size)

- Customer number
- Ship-to or location number

Product Reporting

- Minority products
- Recycled products
- Manufacturer name

Tab 3: Performance Capability

- Product description
- Unit of measure
- Quantity sold for period
- Dollar amount sold for period

Online Reporting

Online reporting is available on our business solutions website at any time and is simple to use. Only general account and order information is available through the Internet for a period of 12 months. Our system provides the ability to:

- Manage visibility to information based on your user roles
- Create, analyze, and print usage reporting
- Sort the history of the purchases by product type, PO, and ship-to location
- Manage and control your spending on office supplies

During the implementation phase, the Super User will designate those Region 4 ESC Participating Agencies end-users who will have access to view your online reports. We can also send you your reports electronically via email within 48-72 hours of your request. The general format is in Excel, but Region 4 ESC Participating Agencies can be set up to receive CSV files automatically by email. As an endorsed vendor, Office Depot will identify the reports required and their formats. They can be sent on a prescheduled basis or by request. You are not limited to the formats and can request customized reports at any time.

Online Reporting Dashboard

This innovative self-service tool is an effective business solution:

- Shows your spending patterns with at-a-glance charts and graphs
- Helps identify your savings and office supply benchmarks
- Provides insights to online user activity and behavior

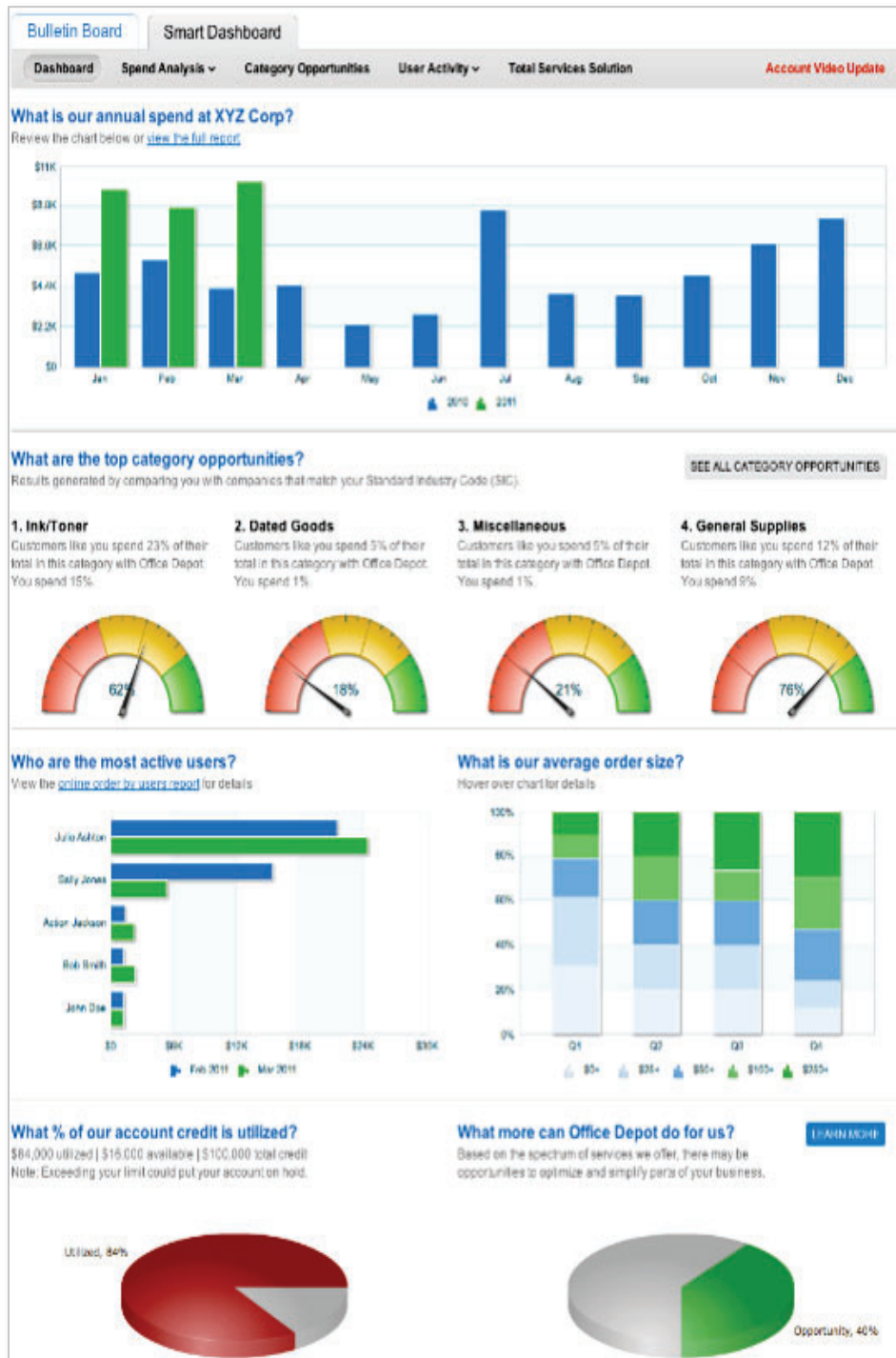
This dashboard has it all. Everything we've built into Office Depot's dashboard will make it simpler for you to manage your bottom line.

- Annual spend
- Spend by category and user
- Snapshot of user activity
- Average Order Value (AOV) overview
- A synopsis of Office Depot services, including: Copy & Print Depot™, Managed Print Services, eBilling, Store Purchasing Card, and Technology products
- Data refreshed monthly

Tab 3: Performance Capability

Screenshots are provided below. Sample reports are attached in Attachment 3.1.

Online Dashboard



Tab 3: Performance Capability

- xvi. Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

Green Products

All green products are classified according to their environmental attributes and are assigned a Light, Mid or Dark Green shade. We have a dedicated section on the website for information, resources, and solutions that will guide you toward making environmentally-smart decisions. Products classified as green possess, and are labeled with, at least one of the following environmental attributes:

Save Resources/Avoid Waste



Recycled – contains post-consumer and/or post-industrial recycled materials



Remanufactured – made from quality components of previously used products



Recycling Solutions – designed to make recycling simple and convenient



Designed for Recyclability – easily disassembled by you after use



Helps Avoid Waste – reduces or eliminates material waste and/or chemical use



Leadership Forestry – made with fiber from Forest Stewardship Council (FSC) certified forests or sourcing programs



Responsible Agriculture – source from farms that meet specific leadership standards



Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products



Compostable – made from materials that can quickly break down into organic matter (within commercial composting facilities)



Refills/Refillables – designed for continued use, helping avoid single-use disposables



Reusables and Avoid Disposables – designed to be used repeatedly, helping avoid single-use disposables



Rechargeable and Avoid Disposable – designed to be used repeatedly, helping avoid single-use disposables

Tab 3: Performance Capability

Save Energy – Avoid Emissions



Energy Efficient/Helps Conserve Energy – designed to use less energy used by other products



Renewably Powered – designed to work without relying on an electric connection or disposable batteries



Made with Renewable Energy – manufactured using either solar, wind, geothermal or fuel cell energy



Carbon-Balanced – all or part of the carbon dioxide emissions have been calculated and offset with credible carbon offsets

Use Safer Chemicals/Avoid Exposure



Reduced Harsh Chemicals – made with fewer harsh chemicals, or safer chemicals than typical alternatives



Chlorine Free – unbleached or bleached with Process Chlorine Free (PCF) or Total Chlorine Free (TCF) methods



Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products



Biodegradable in Water – safely breaks down in freshwater or marine environments after use

Providing our customers with green options and education is important to Office Depot. Our green programs are below, followed by details of a few of our programs that help enable customers to purchase greener.

Summary of Green Programs

Greener Purchasing Solutions:

- Office Depot GreenerOffice Rating – an industry first green rating system
- Green Book – an industry first, first published in 2003, an all-virtual version debuted in 2016
- Greener Purchasing Program Guide – designed for customers interested in purchasing greener but not sure where to start
- Greener Office website with over 14,000 econscious products
- Greener Alternatives Tool – Greener Alternatives report with greener choices

Tab 3: Performance Capability

- Green Select Cart – a web-based “Green Smart Cart” that helps end-users identify greener alternatives at the point of purchase
- Green Purchasing Policy Templates – prewritten best-practice greener purchasing policy templates that can be modified for your own initiatives

Greener Operations:

- GreenerOffice Delivery Service – an innovative and industry first, reusable tote and bag delivery program
- Recycling solutions – take back and fee-based recycling options for products
- Reusable promotional products
- Energy-saving power strips
- Water filtering solution
- Minimum Order Value Incentives

Green Reporting, Reviews & Communication:

- Green Business Review – Our Green Business Review (GBR) shows purchasing baseline so we can discuss options for improvement
- LEED Credit Report – We support buildings pursuing LEED for Existing Buildings (EB) with pre- and post-performance period LEED EB Credit Reports
- Custom Green Spend Reports – Personalized reports uniquely suited for each customer’s need
- Paper calculator – We can help you understand the environmental footprint of your paper choices

Detail of Selected Programs

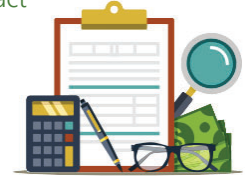
- Green Product Assortment: Office Depot was the first in our industry to introduce a “green” catalog called “The Green Book™” in 2003, which has been published every year since. Our overall green assortment from 2003 – 2018 on our website, catalogs and special orders has grown from 2,000 products to over 14,000. Additionally, we have a dedicated green storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.
- Green Reporting: You can’t manage what you don’t measure; hence the importance of green spend reports and tracking for our customers. We help customers evaluate their green spend at a glance with our Green Business Reviews (GBRs). This report shows your purchasing history according to the Office Depot GreenerOffice Rating system so customers can decide when and where to go greener.

Tab 3: Performance Capability

- TreeUp Program: Office Depot has teamed up with the Arbor Day Foundation to offer TreeUp — a simple program designed to help your organization reduce its impact on the environment and meet sustainability goals. Here's how it works:



1. We use a custom paper calculator to estimate the amount of wood used and carbon emissions created by your paper purchase.
2. You choose how you want to offset your environmental impact, through either planting trees or offsetting carbon.
3. The Arbor Day Foundation will either plant trees for \$1 per tree or offset carbon at a rate of \$7 per ton.
4. We provide you with an invoice from the Arbor Day Foundation for the trees planted or tons of carbon offset.



5. You will also receive a certificate highlighting your impact on our planet through tree planting and carbon offsets.

It's a straightforward approach to more sustainable paper purchasing. Talk to your Office Depot representative about planting trees and offsetting carbon through TreeUp today.

Sustainability Report

Office Depot has published a report since 2003 detailing our Environmental and Social Sustainability Programs and metrics. The 2018 version is viewable on our website at [Office Depot 2018 Sustainability Report](https://www.officedepot.com/fm/files/od/tiles/2018/week_26/sustainability_report_web.pdf?cm_sp=marketing_-sustainabilityreport-viewreport_-help-sustainability-report-main_4_0_0).

(URL:

https://www.officedepot.com/fm/files/od/tiles/2018/week_26/sustainability_report_web.pdf?cm_sp=marketing_-sustainabilityreport-viewreport_-help-sustainability-report-main_4_0_0)

xvii. Describe Offeror's social diversity initiatives. Include participating agencies ability to receive Tier 1 and Tier 2 credit utilizing the Master Agreement.

Office Depot does not hold any historically underutilized business certifications; however, we offer the availability of our partnerships with numerous regionally located historically underutilized businesses certified by recognized agencies as applicable to each in all categories. These partnerships are Tier 1

Tab 3: Performance Capability

diversity relationships and the participating public agency may choose which, if any, they wish to include in their relationship with Office Depot to meet their specific Diversity Goals.

Office Depot is committed to the economic development of the communities in which we work and live. This commitment is evident in our industry-leading multi-dimensional approach to small business development. Our Supplier Diversity Program assists diverse suppliers in building community, business, and customer relationships that inspire organizational growth and empowerment within every aspect of our business.

The goals of Office Depot's Supplier Diversity Program are to:

- Form strong partnerships with diverse suppliers.
- Pursue nationally certified diverse suppliers that reflect today's diverse global marketplace.
- Ensure that diverse suppliers are well represented in our product assortment and have an equal opportunity in our supplier selection process.
- Affiliate with national organizations such as the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA) as well as other organizations that share our goal of making a positive impact on economic development through supplier diversity.
- Effectively highlight the products of diverse suppliers in our national full line catalog.
- Empower diverse suppliers to become self-sustaining providers of goods and services to our customers and us.

Office Depot is proud to offer the most comprehensive Supplier Diversity model of its kind. To give diverse suppliers the best opportunities to grow and prosper, we actively seek out promising diverse suppliers, which include: Certified minority, women, disabled, veteran, and small [SBA 8(a), SDB, and HUB Zone] enterprises to ensure equal opportunity in our supplier selection process.

Our Supplier Diversity team includes:

- Darryl Thomas, Director, Supplier Diversity
- Michael Barbee, Diversity Accounts Manager responsible for Tier I
- Alexandra Most, Principal Consultant Supplier Diversity Operation
- Tira Mann, Consultant, Supplier Diversity Strategy Operations
- Suzanne Lynch, Consultant, Supplier Diversity Strategy Operations
- Carmen Deale, Program Manager, Supplier Diversity Merchandising Tier II



Tab 3: Performance Capability

Region 4 ESC participating agencies will have the ability to receive Tier 1 and Tier 2 credit utilizing the Master Agreement. Our program is made up of three dimensions: Tier I, Tier II (vendor diversity), and Supplier Diversity (indirect procurement). The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process:

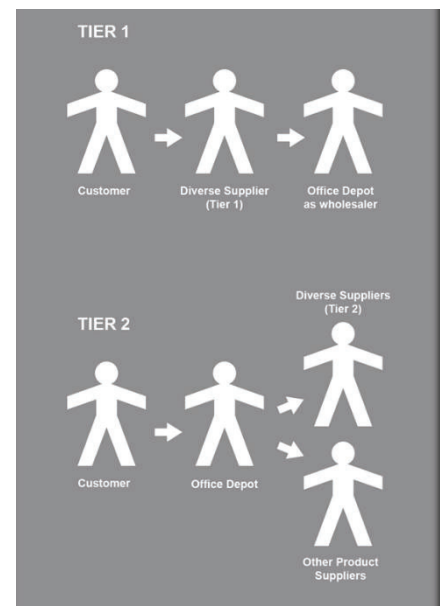
- Enhance capabilities of diverse suppliers
- Expand the capacity of diverse suppliers to compete more effectively
- Increase turnover of all diverse supplier products
- Leverage efforts with other corporations to create large-scale diverse supplier opportunities
- Increase market reach and density
- Increase purchases from diverse suppliers
- Reduce buying costs of doing business for all suppliers and vendors

Vendor Diversity (Tier II)

The Office Depot Vendor Development team is committed to satisfying our customers' needs and exceeding expectations by offering the highest quality products at the lowest delivered cost, while fulfilling their diversity purchasing needs.

To support our commitment, the Office Depot vendor development process is organized into five key strategies. They include:

- Seeking out diverse suppliers through vendor fairs and tradeshows
- Offering diverse suppliers an equal opportunity in the vendor selection process
- Forming partnerships with diverse businesses and HUB member organizations including the National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA), and National Gay' & Lesbian Chamber of Commerce (NGLCC)
- Marketing diverse suppliers to provide them with national exposure through Office Depot's national catalogs, including our Diverse Supplier catalog, www.officedepot.com, business.officedepot.com, and various diversity magazines that focus on the business of diversity
- Empowering diverse suppliers by raising their capabilities and making them the best source from which to buy



The Office Depot Vendor Development team has officially been in place since December of 1999 and in that time has generated over \$3.5 billion in sales.

Tab 3: Performance Capability

Supplier Diversity

The Office Depot Supplier Diversity team works to provide opportunities for qualified, competitive small businesses, and women- and minority-owned businesses. Examples of the team's achievements:

The Office Depot procurement team has participated with the NMSDC and WBENC in several capacities in the pursuit of advancing the supplier diversity initiative at Office Depot and within other corporations, including sitting on the Board of Directors of various local councils.

Diverse supplier sales in recent years have been:

2017:

- Tier I Sales for 2017 = \$170,819,000
- Total Tier II Sales for 2017 = \$284,000,000

2016:

- Tier I Sales for 2016 = \$220,000,000
- Total Tier II Sales for 2016 = \$312,228,158

2015:

- Tier I Sales for 2015 = \$266 million
- Total Tier II Sales for 2015 = \$ 217 million

Tier I Reseller Program

The goal of the Office Depot Tier I Reseller program is committed to providing the following to interested customers. Office Depot is committed to:

- Developing an alternative growth vehicle that increases market share by providing:
 - Choice – The reseller network has many certifications available to customers to help them meet their diversity corporate goals.
 - Collaboration – The Office Depot Sales team, diversity reseller, and the customer work together and develop a program which meets everyone's goals.
 - Innovation – The diversity reseller uses a consultative approach to provide best practices, technology, and develops new solutions to support a customer's needs.
- Strengthening our position within minority, women, and small business segments
- Initiating job creation, economic, and business development in markets served
- Facilitating establishment of new minority- and women-owned businesses

Tab 3: Performance Capability

A prominent feature that sets the Office Depot Tier I program apart from our competitors is the mentor-protégé support we provide our partners. This benefit allows for training and development of our Tier I partners, leading to their long-term growth and economic viability.

We combine world-class e-commerce, distribution, and product assortment capabilities to give Tier I partners a superior position in the marketplace and maximum opportunity for profitable growth. Office Depot provides product, order fulfillment, and a shared services package (customer service, sales and marketing support, etc.) that benefits our Tier I partners with:



- Brand association
- Purchasing power
- Efficient supply chain
- Marketing expertise
- Training expertise
- E-commerce platform
- Mentor-protégé support
- Customer Benefits

Our Tier I Reseller Program provides customers with a legitimate and viable solution to their supplier diversity needs. Tier I customers benefit from:

- Broader product assortment
- Easier order entry options
- Enhanced distribution capabilities
- Enhanced customer service
- MWDVE purchasing credit

Tab 3: Performance Capability

xviii. Provide any additional information relevant to this section.

The Office Depot® difference.

Your trusted advisor – Providing business solutions is all we do – it's not simply a part of what we do.

Accessible anytime, anywhere – We offer world-class support from real humans. Be face-to-face with us. Chat with us. Text with us.

Quality control – While some mass online competitors deal directly with 3rd-party vendors, we deal directly with our vendors so you know our products can be trusted.

Multi-channel services – Shop at any of our stores, or order online and pick up in store within an hour.* Why wait two days when you can get it now?

Pricing model – We offer incredible value with structured pricing you can rely on and build business plans around.

Supply chain success – We deliver to 97% of the US population next business day, including Alaska, Hawaii and Puerto Rico. Plus, you can conveniently pick up your order at any of our 1,300+ stores.

Tab 3: Performance Capability

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BUSINESS REVIEW REPORT

Office DEPOT

CUSTOMER NUMBER: 123456789

CUSTOMER NAME: ABC CORP


REVIEW PERIOD: JAN 01, 2018 - OCT 31, 2018

ORDER SOURCE

	TOTAL SPEND	TOTAL # OF ORDERS	AVERAGE ORDER SIZE	AVG ORDER BELOW \$50
TOTAL SPEND	\$327,438	2,403	\$136.26	\$22.98
	TOTAL SPEND	TOTAL # OF ORDERS	% OF TOTAL ORDERS	# of ORDERS BELOW \$50
ECOMMERCE	\$298,651	2,162	89.97%	952
TELEPHONE/FAX	\$1,987	65	2.70%	Save \$11,043 by consolidating your orders below \$50 by 20%.
STORE PURCH	\$23,370	174	7.24%	
NONCODE	\$3,430	2	0.08%	

*Order count includes split orders

STATISTICAL INFORMATION

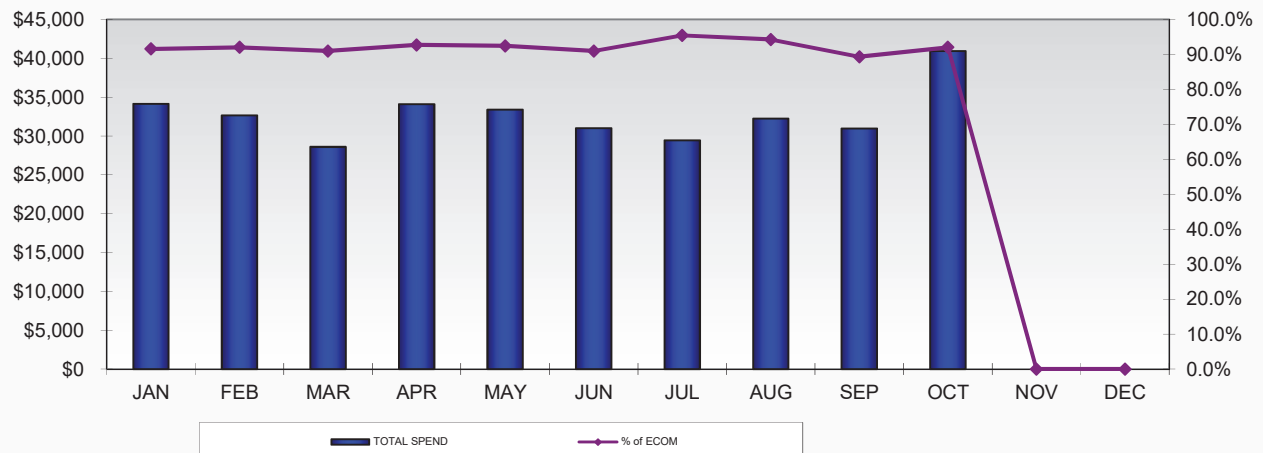
	PRIVATE BRAND	RECYCLED 	HUB
Total SPEND	\$183,527	\$51,589	\$9,052
% of Total SPEND	56.05%	15.76%	2.76%

PURCHASING TREND

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TOTAL SPEND	\$34,133	\$32,639	\$28,595	\$34,094	\$33,389	\$30,996	\$29,438	\$32,234	\$30,973	\$40,946	\$0	\$0
% of ECOM	91.6%	92.1%	91.0%	92.7%	92.4%	91.0%	95.5%	94.3%	89.3%	92.0%	0.0%	0.0%

SPEND by PRODUCT CATEGORY

CATEGORY	YOUR %	YOUR SPEND	BSD AVG %	OPPORTUNITY
Paper	44.18%	\$144,671	17.34%	\$0
Ink and Toner	13.55%	\$44,352	22.75%	\$30,140
Office Essentials	8.59%	\$28,134	13.35%	\$15,579
Cleaning and Breakroom Supplies	7.31%	\$23,941	8.46%	\$3,760
Technology	6.58%	\$21,538	6.94%	\$1,186
Writing and Drafting	6.33%	\$20,719	5.13%	\$0
Filing and Binding	4.52%	\$14,803	7.21%	\$8,805
Furniture	4.06%	\$13,295	9.49%	\$17,779
Labels and Forms	2.82%	\$9,218	2.43%	\$0
Copy and Print Depot	1.95%	\$6,396	3.16%	\$3,951
Miscellaneous	0.11%	\$371	3.72%	\$11,810
Managed Print Services	0.00%	\$0	0.02%	\$65



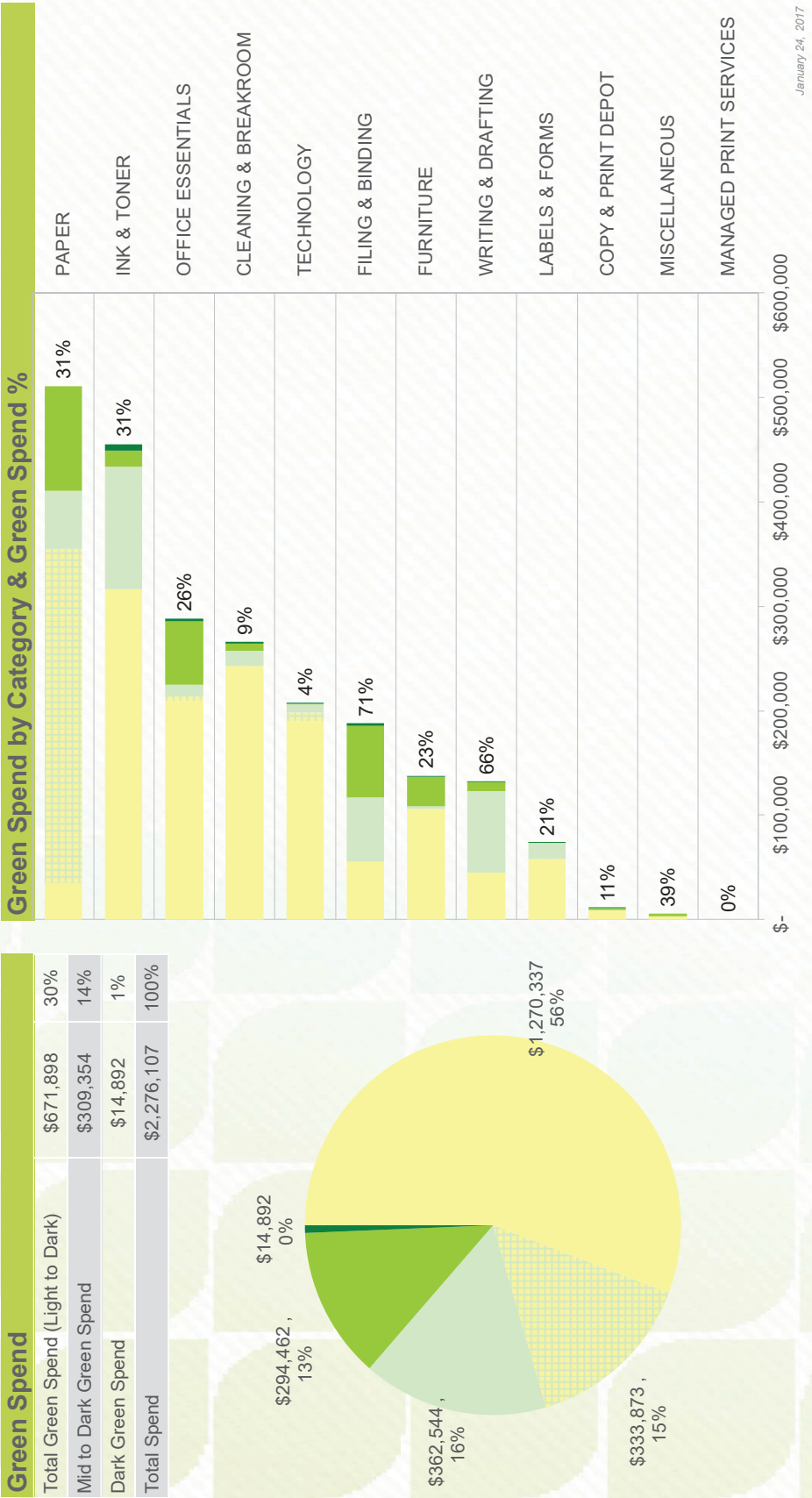
V: 10/12/2013

Created: 11/06/13

Orders Delivery Lead Time (CORE)									
Period: 201604 - 201606									
Customer ID	Customer Name	Bus Days Elapsed	Total Orders	Orders Incomplete	% of Orders Delivered Complete	Items Ordered (qty)	Items Back Ordered (qty)	Items - % of Total Ordered	Items Delivered Complete
Total			3,863	18	99.5%	32,754	34	99.9%	99.9%
15627229	N/A	1	3,538	9	91.4%	28,911	0	88.3%	100.0% 1 day
15627229	N/A	2	235	1	6.1%	2,580	0	7.9%	100.0% 1-2 days
15627229	N/A	3	26	2	0.6%	369	11	1.1%	100.0% 1-3 days
15627229	N/A	4	8	2	0.2%	69	8	0.2%	99.9% 1-4 days
15627229	N/A	>=5	56	4	1.4%	825	15	2.5%	99.9%

Orders Delivery Lead Time (TOTAL)									
Period: 201604 - 201606									
Customer ID	Customer Name	Bus Days Elapsed	Total Orders	Orders Incomplete	% of Orders Delivered Complete	Items Ordered (qty)	Items Back Ordered (qty)	Items - % of Total Ordered	Items Delivered Complete
Total			5,165	24	99.5%	47,315	202	99.6%	99.57%
15627229	N/A	1	4,051	0	78.4%	34,532	0	73.0%	100.00% 1 day
15627229	N/A	2	384	3	7.4%	4,507	5	9.5%	99.99% 1-2 days
15627229	N/A	3	102	2	1.9%	1,157	11	2.4%	99.96% 1-3 days
15627229	N/A	4	37	5	0.6%	445	13	0.9%	99.93% 1-4 days
15627229	N/A	>=5	591	14	11.2%	6,674	173	13.7%	99.57%

GREEN SPEND BY OFFICE DEPOT ECO-RATING



Note: Office Depot has a Green Attribute Database (GAD) in which we capture vendor claims on the eco-attributes and eco-labels associated with their products. Based on these claims, on which our reporting is 100% reliant, we apply our GreenerOffice™ Eco-rating System to rate items as: Not Green, Meets Norms, Light Green, Mid Green or Dark Green, based on the type and level of eco-attributes and eco-labels. More details are available on request. Spend is sales net of returns.

Performance Measurements-Scorecard

Office Depot Business Solutions Division

December-18	
Description	YTD
Total Number of Orders	1,010
Total Number of Order Lines	4,388
Percent of Orders Delivered Next Day	99.80%
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Total Amount Credit	\$172.43
Total Number of Lines Credited	3
Total Number of Customer Return Lines	3
Total Number of Misfills By Line	1
Total Number of Damaged Items By Line	2

POS Rebate Report (Detail-All Orders)

Office DEPOT OfficeMax

Taking care of business

Tab 3 - Performance Capability

Attachment 3.1

Customer Id: xxxxxxxx

Summary						42	\$10,625.05	\$0.00
Customer Account Level 2 Id	Customer Account Level 2 Name	Customer Account Id	Customer Account Name	Reporting Calendar Date	BSD Order Parent Order Id	Net Sales	Rebate Sales	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-2	OD_0944638190	(\$86.44)	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-11	OD_0947571922	\$501.33	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-3	OD_0947582827	\$34.38	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-1	OD_0947747381	\$49.48	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-1	OD_0948730318	\$34.60	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-8	OD_0948747611	\$1,641.79	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-1	OD_0948808685	\$233.98	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-2	OD_0948862076	\$66.54	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-2	OD_0948869663	\$34.80	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-2	OD_0948874021	\$2,556.00	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-4	OD_0948881808	(\$154.50)	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-2	OD_0948924913	\$109.31	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-2	OD_0948942234	\$1,883.14	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-4	OD_0948942234	\$165.92	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-3	OD_0949324446	\$25.25	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-2	OD_0949348237	\$9.12	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-3	OD_0949348237	\$405.11	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-3	OD_0949361191	\$35.41	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-3	OD_0949378086	\$115.06	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-2	OD_0949534185	\$26.99	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-3	OD_0949534185	\$130.77	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-3	OD_0949781771	\$50.10	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-4	OD_0949823131	\$268.66	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-4	OD_0949852137	\$415.10	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-4	OD_0949971564	\$265.54	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-5	OD_0949971564	\$3.59	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-5	OD_0949973127	\$2.79	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-7	OD_0949973127	\$39.30	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-5	OD_0950044947	\$28.08	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-7	OD_0950044947	\$494.82	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-7	OD_0950067652	\$140.35	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-7	OD_0950154201	\$84.18	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-7	OD_0950210386	\$106.66	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-7	OD_0950400951	\$312.67	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-7	OD_0950471585	\$121.24	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-5	OD_0950488686	\$37.90	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-7	OD_0950495592	\$118.29	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-5	OD_0950512494	\$17.08	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-7	OD_0950512494	\$39.21	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-4	OD_0950582883	(\$3.46)	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-8	OD_0950656689	\$172.24	\$0.00	
xxxxxxx	ABC CO PARENT	xxxxxxx	ABC CO	2017-Aug-8	OD_0951327791	\$92.67	\$0.00	



Tab 3: Performance Capability

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Tab Four:

Qualifications and Experience References

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03





OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 4: Qualifications and Experience

Tab 4: Qualifications and Experience**c) Qualification and Experience**

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, Office Depot has gradually become a leading global provider of products, services, and solutions for every workplace, whether that be the office, home, school or car. From the late 1980s and throughout the 1990s, Office Depot developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent e-commerce presence continuing into the new millennium, Office Depot sustained its growth by merging with OfficeMax Incorporated in late 2013 and remains a leader in offering excellence in quality workplace products, services, and solutions. With the acquisition of CompuCom in 2017, Office Depot is expanding its capabilities as a leading omnichannel provider of business services and supplies, products and technology solutions.

Office Depot, Inc. is a resource and a catalyst to help customers work better. We are a single source for everything customers need to be more productive, including the latest technology, core office supplies, print & document services, business services, workspace facilities, furniture & interiors, and school essentials.

The company has combined annual sales of approximately \$10.2 billion, employs 45,000 associates, and serves consumers and businesses in North America and abroad with nearly 1,400 retail stores, award-winning e-commerce sites, and dedicated business-to-business sales professionals and technicians – all delivered through a global network of wholly owned operations, joint ventures, franchisees, licensees and alliance partners. Through its banner brands, including Office Depot, OfficeMax, CompuCom, and Grand & Toy, the company offers its customers the tools and resources they need to focus on their passion for starting, growing, and running their business. The company's portfolio of exclusive product brands includes TUL, Foray, Brenton Studio, Ativa, WorkPRO, Realspace, and HighMark.

Corporate Headquarters:
6600 North Military Trail
Boca Raton, FL 33496

- ii. Describe how Offeror ensures contract compliance.

Office Depot made a significant investment in creating an organization, dedicated to ensuring accurate customer set-up, timely maintenance of customer pricing, and protecting the integrity of our agreements with our customers. To carry out those important responsibilities, we developed an online document management system which calendarizes the significant milestones of our legal agreements.

Tab 4: Qualifications and Experience

This provides us with visibility to those commitments that are time sensitive. In addition to our system enhancements, our team of Compliance Managers is responsible for establishing a consistent schedule of inspection, ensuring that Region 4 ESC Participating Agencies end users are receiving the service and pricing Office Depot has committed to provide.

iii. What measures does Offeror take to ensure all products are authentic and not counterfeit?

Office Depot has sales authorization from all suppliers and manufacturers whose products are offered in our catalogs, online or hard copy. The manufacturers' warranties and other rights conferred with the sale of the products are the same when the products are purchased from Office Depot as if they were purchased from the manufacturer directly. On request, Office Depot will provide more information on particular items of concern to the customer.

iv. Describe Offeror's reputation in the marketplace.

One reflection of a company's reputation in the marketplace is its ability to retain customers over many contract terms. Office Depot has an enviable retention rate for our larger customers (Region 4 ESC and its Participating Agencies are among our largest) even in this highly competitive economic situation. Customers understand that the very lowest price sometimes comes at considerable expense in service and support. Office Depot provides the total package, equaling a highly competitive Total Cost of Ownership.

v. Describe Offeror's reputation of products and services in the marketplace.

Office Depot sells nationally and globally recognized products as well as our Private Brand Products, which are 100% satisfaction guaranteed to meet or exceed the appropriate National Brand equivalent's specifications, performance, quality, yield and suitability for use while saving the customer money. Our Private Brand Products are accepted by most customers as directly interchangeable with the National Brand equivalent. Office Depot does not manufacture the products we sell, although we determine the specifications for our Private Brand products and accept the responsibility for the quality and performance of those products.

As a marketplace leader, we have a renewed emphasis on services, researching and rolling out new ones to our customers, including many educational services detailed in our RFP response (see Tab 2, Products and Pricing), such as our technology services through CompuCom, combining our complementary capabilities, assets and infrastructure to provide a one-stop shop for all office and technology needs and enabling further efficiencies for organizations of all sizes. Office Depot can now provide end-to-end digital managed services, technology and consulting to enable the digital workplace for businesses and organizations of all sizes. This is a significant step in our evolution from an office supply company to a broader-omnichannel business services platform.

Tab 4: Qualifications and Experience

As a value-added supplier, Office Depot has earned the reputation of being highly reliable, enabling customers to plan on receiving the orders as promised and packaged properly to ensure safe delivery and storage. Our services, including our Sales Representatives' fanatical approach to providing proactive consulting support to their customers, has earned us the reputation as the most capable supplier in our industry, helping our customers achieve their goals. Our comprehensive industry-leading usage reporting package, providing nearly real-time budget management capability to each customer, is unequalled in our industry.

vi. Describe the experience and qualification of key employees.

Office Depot has assembled a highly experienced and qualified team of key employees for Region 4 ESC Participating Agencies.

Sales Team

Valya Broyer



- Director – Strategic Partnerships
- 30+ Years w/ Office Depot
- (303) 704-8107 | valya.broyer@officedepot.com
- Cultivate and manage the OMNIA partnership to increase organizational engagement and grow the cooperative portfolio.

Pam Pedler



- Director – Public Sector Partnerships
- 20+ Years with Office Depot
- BS - Russell Sage College – Troy NY
- (860) 883-9281 | pam.pedler@officedepot.com
- Assist in the growth of all public sector program; my team works with K12 customers and prospects to implement new programs, for example – Drone and Drone Curriculum Program

Nancy Davis



- National Program Manager, Public Sector – Region 4 ESC contract portfolio
- 25+ Years w/ Office Depot
- BS – University of Nebraska (Lincoln)
- (602) 317-5257 | nancy.davis@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a primary focus on the Region 4 ESC contract portfolio. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

Tab 4: Qualifications and Experience

Billy Grimmatt



- Program Manager, Public Sector Education, and Government
- 21+ Years w/ Office Depot
- BS – East Carolina University
- (682) 225-0423 | billy.grimmatt@officedepot.com
- Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners with a focus on the City of Tamarac and Region 4 contracts.

Paul Martorella



- Program Manager, Public Sector Education, and Government
- 37+ Years w/ Office Depot
- Long Beach Poly High School / Long Beach City College
- (562) 810-8270 | paul.martorella@officedepot.com
- Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners & Region 4 contracts.

Jennifer Jimenez



- National Program Manager, Public Sector
- 7+ Years w/ Office Depot
- BS – San Jose State University
- (408) 603-9011 | jennifer.jimenez@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a focus on the Region 4 ESC & Oregon State University contracts. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

John T. Saunders



- National Program Manager, Public Sector
- 7+ Years w/ Office Depot
- BS – Michigan State University
- (248) 497-6855 | john.saunders@officedepot.com
- Responsible for the cultivation & management of public sector cooperative contracts; supporting the Midwest Region sales teams.

Frank Zarrillo



- K-12 Program Manager
- 15+ Years industry experience
- BA – Rowan University
- United States Marine Core – 3 years service
- (908) 894-0556 | frank.zarrillo@officedepot.com
- Drive growth initiatives within K-12 districts by working closely with Senior Administrators on their strategic plan.

Tab 4: Qualifications and Experience

Sales Support

Andrea (Turner) Konopacki



- Lead Consultant, Growth Strategy
- 7+ Years w/ Office Depot
- BA – University of North Florida
- (561) 755-2621 | andrea.turner@officedepot.com
- Dynamic growth public sector strategist with a passion for elevating business models, customer engagement, and bottom line results

Diane Turley



- Global Service Consultant
- 14+ Years w/ Office Depot
- BA – University of Texas (Arlington)
- (817) 475-2079 | diane.turley@officedepot.com
- Responsible for supporting the OMNIA partner contracts and clients.

Marketing

Sharon Bobowski



- Senior Manager - Marketing
- 8+ Years w/ Office Depot
- MBA – Lynn University (Marketing & Finance)
- (561) 438-4421 | sharon.bobowski@officedepot.com
- Manage team of public sector marketing analysts. Leveraging expertise in strategic planning, process improvement, analytics and metric reporting to drive performance and add value and insights for our OMNIA partner contract relationships

Charles Kasprzak



- Senior Marketing Analyst
- 14+ Years w/ Office Depot
- BBA – Florida Atlantic University
- (561) 438-2906 | charles.kasprzak@officedepot.com
- Support Marketing strategies and annual operating plans by working with GPO / Co-Op partners and field sales leaders. Works closely with the Creative team to build marketing materials and supporting collateral. Engage with merchants and vendors to develop collateral for adjacency sales. Supports Marketing efforts for "Federation" members – recent office supply company acquisitions by Office Depot.

Tab 4: Qualifications and Experience

Carla Fulmore



- Senior Marketing Analyst
- 12+ Years w/ Office Depot
- MBA – Florida International University
- (561) 438-4904 | Carla.fulmore@officedepot.com
- Responsible for developing and implementing the K-12 marketing strategy. Manages K-12 Association sponsorships and partnerships. Coordinates local campaigns, community initiatives, and seasonal BTS events

Financial Reporting

Francine Staton



- Lead Regional Performance Consultant – Public Sector
- 13+ Years w/ Office Depot
- MBA – Louisiana State University (Shreveport) / BS – St. Martins University
- (253) 693-8582 | francine.staton@officedepot.com
- Manage and maintain contract pricing, reporting, and administration. Work with supply chain team to ensure customer needs are met.

Alfredo Rodriquez



- Senior Rebate / Financial Analyst
- 4+ Years w/ Office Depot
- BA – Physics / University of Florida
- (561) 438-4414 | alfredo.rodriquez@officedepot.com
- Manage financial reporting for named contracts and partnerships. Manages contractual reporting cadence for the Region 4 ESC Contract portfolio.

Executive Support

Steve Calkins



- President; BSD Contract Sales
- 12+ Years w/ Office Depot
- JD – University of South Carolina | BA – Michigan State University
- (561) 438-7512 | steve.calkins@officedepot.com
- Manages the company's business to business and government contract sales group.

Tom Riccio



- Sr. Vice President; Strategic Partnerships
- 15+ Years w/ Office Depot
- BS – Iona College
- (407) 284-0131 | thomas.riccio@officedepot.com
- Responsible for the retention and acquisition of Public-Sector sales along with the private sector in the \$1M+ segment. Experience and oversight for Public Sector Cooperatives, Healthcare GPO's, Buying Groups and Tier 1 Sales.

Tab 4: Qualifications and Experience

Susan Cummings



- Vice President; Public Sector
- 9+ Years w/ Office Depot
- BA – Spring Arbor University
- (248) 961-2440 | susan.cummings@officedepot.com
- Develop strategies and tactics to support the field sales team and create value for our Public-Sector customers. Work cross-functionally to make sure all departments within Office Depot are aligned and supporting the partnership goals and objectives.

vii. Describe Offeror's experience working with the government sector.

Office Depot has become a very successful supplier of office supplies and services to federal, state, and local governments by meeting the very unique requirements of government agencies. For example, Office Depot is:

- An approved supplier of AbilityOne/JWOD products
- An aggressive and successful Tier One and Tier Two partner and promoter
- Committed to making MWDVE HUB products available to all of its customers
- A committed supplier of GREEN (environmentally friendly) products
- Able to provide service through its delivery service and retail stores in all 50 states & Puerto Rico
- Able to provide delivery service direct to US Government Agencies in 35 other countries
- Able to meet the highly varied ordering and paperwork requirements of different agencies
- Committed to providing the level of customer service that each customer feels is necessary
- Skilled at operating a secure and safe delivery system
- Constantly seeking ways to reduce costs
- Able to report detailed customer purchasing history so informed spend decisions can be made

Local Government

Office Depot has decades of experience in providing the best pricing and efficiency to local government. We have the resources with a wide variety of commonly purchased items, and expertise in specialty products, technology, environmentally preferable products, bulk-purchased items such as paper, and recycled-content items. With many categories of product and services sourced by local government, the complexity of centralized or decentralized procurement, Office Depot's strategic alliance provides greater efficiencies while delivering integrated solutions as a sole-source supplier. In addition, we commit that everything in the procurement program happens the way it should from order to order, including engaging MWBE participation. From government buy-programs,

Tab 4: Qualifications and Experience

cooperatives, and other purchase initiative programs, Office Depot is a critical business partner delivering the best overall value. Our organization's expertise in the local government market brings together program compliance with revenue-generating campaigns, and reduction in maverick spend.

K-12 Education

As an industry leader, Office Depot is in a unique position to optimize your "dollar" through the vast scope of our business capabilities. We have decades of experience with K-12 customers through our vast selection of supplies as well as value-added programs for administrators and teachers. We offer everything from school and office products, to furniture, technology, and printing, as well as facility resources and break room supplies uniquely designed to lower the cost of procurement for education.

viii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Office Depot is a large, publicly traded company with many retail operations, which subjects it to legal proceedings and business litigation of many types. However, there are no pending legal proceedings or any pending business litigation that would affect Office Depot's ability to support our customers or affect our ability to meet the stated requirements in this RFP.

Office Depot has never declared bankruptcy. On November 5, 2013, Office Depot and OfficeMax completed their merger of equals. By combining both companies, Office Depot, is a stronger, more efficient global provider of products, services and solutions, fully committed to setting a new standard for serving the workplace and home needs of today and tomorrow through innovation and exceptional customer experience.

ix. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name, and title, contact phone and email, city, state, years serviced, description of services and annual volume.

a. References

Reference 1:

Entity Name:	University of Washington
Contact Name and Title:	Claudia Christensen C.P.M., Procurement Manager
City and State:	Seattle, WA
Phone Number:	206-543-4156
Email:	claudiac@uw.edu
Years Serviced:	8
Description of Services:	Office Supplies / Furniture / Sustainability Leadership
Annual Volume:	\$4,200,000
Segment:	Higher Education

Tab 4: Qualifications and Experience

Reference 2:

Entity Name: Dekalb County Schools
 Contact Name and Title: Carla Smith, Purchasing Manager
 City and State: Stone Mountain, GA
 Phone Number: 678-676-0120
 Email: carla_a_smith@dekalbschoolsga.org
 Years Served: 10
 Description of Services: Office & School Supplies
 Annual Volume: \$3,000,000
 Segment: K-12

Reference 3:

Entity Name: City of Long Beach
 Contact Name and Title: Tara Yeats, Purchasing Agent
 City and State: Long Beach, CA
 Phone Number: 562-570-6340
 Email: tara.yeats@longbeach.gov
 Years Served: 4
 Description of Services: Office Supplies / Janitorial / Technology
 Annual Volume: \$2,500,000
 Segment: Local Government

Reference 4:

Entity Name: County of San Mateo
 Contact Name and Title: Scott Johnson, Deputy Director
 City and State: Redwood City, CA
 Phone Number: 650-363-4610
 Email: sjohnson@smcgov.org
 Years Served: 18
 Description of Services: Office Supplies / Furniture / Janitorial / Technology / Copy & Print
 Annual Volume: \$2,500,000
 Segment: Local Government

Reference 5:

Entity Name: Virginia Beach City Public Schools
 Contact Name and Title: J. Kevin Beardsley, CPPO, CPPB, Director of Purchasing
 City and State: Virginia Beach, VA
 Phone Number: 757-263-1175
 Email: Kevin.Beardsley@VBSchools.com
 Years Served: 20+
 Description of Services: Office & School Supplies / Furniture / Technology
 Annual Volume: \$2,300,000
 Segment: K-12

Tab 4: Qualifications and Experience

Reference 6:

Entity Name: University of Arizona
 Contact Name and Title: Ted Nasser, Director of Procurement & Contracting Services
 City and State: Tucson, AZ
 Phone Number: 520-621-5449
 Email: enasser@email.arizona.edu
 Years Served: 20+
 Description of Services: Office Supplies / Copy & Print
 Annual Volume: \$1,900,000
 Segment: Higher Education

Reference 7:

Entity Name: Eastern Washington University
 Contact Name and Title: Doug Vandenboom, Purchasing Director
 City and State: Cheney, WA
 Phone Number: 208-885-6115
 Email: dvandenboom@ewu.edu
 Years Served: 10
 Description of Services: Office Supplies / Furniture / Copy & Print
 Annual Volume: \$400,000
 Segment: Higher Education

x. Provide any additional information relevant to this section.

At Office Depot, we believe in high-quality business frameworks. This means improving efficiency to reallocate resources towards procurement solutions, growth, and sustainability. We understand the importance of being great stewards of public funding, and we offer an array of services and solutions



Tab 4: Qualifications and Experience

to help public agencies manage costs and operate more efficiently. Our commitment to serving Public Sector Agencies is evident in our deployment to service and serve those that have entrusted us to provide innovative solutions and world-class contract compliance.

We understand that today's procurement officers are not only being challenged to do more with less; they are also making shifts in procurement methodologies, demands from the constituencies they serve, and a changing workforce. Office Depot has been partnering with the agencies we serve to bring them the products and services they need to support these shifts.

The cooperative contracting platform continues to gain momentum and acceptance in the marketplace amongst the most respected public procurement professionals while allowing us to adapt to the changes and needs of our valued public agency customers. We continue to refine our contract offering to meet the demands in the market place with industry leading contract compliance while offering the right Office & School Supply related contracts.

We are proud to be an incumbent contract holder of the current Office & School Supplies contracts (R141605 and R141703). We do not take this privilege lightly – as we compete for this award once again, our entire sales organization is actively engaged in promoting not only the Office Supply contract but our adjacency Office Depot contracts as well. Our team is committed to providing a comprehensive market basket of cost-saving solutions under the Region 4 ESC and OMNIA Partners contracting label. This market basket approach supports the desire of many public procurement officials to reduce vendor count while giving them the benefits of the solutions that we currently offer and are proposing in this solicitation.

Committed to Service Public Agencies

In late 2017 Office Depot made a decisive shift in our deployment model to allow us to fully align with and serve the public agencies that have trusted Office Depot for the past several decades. While we had several teams and associates aligned to public sector we are now fully dedicated from coast-to-coast with teams exclusively serving public agencies. This allows our team to match the best resources to your account, speak your language, and find solutions together by sharing industry best practices and learning.

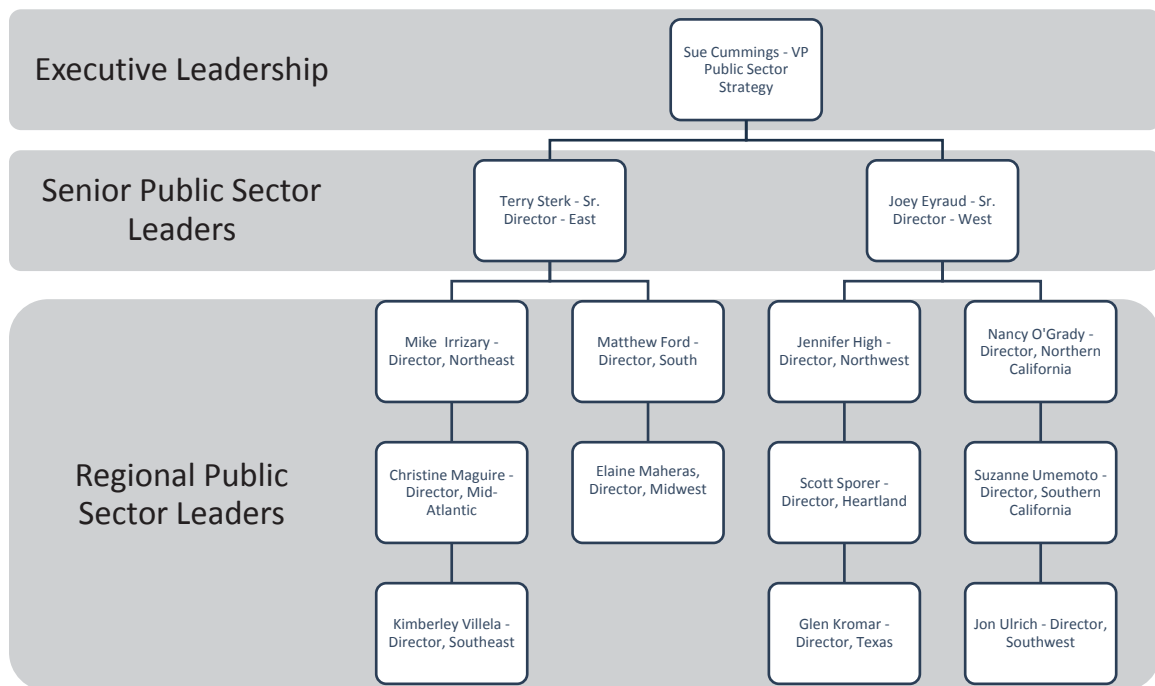
Our current deployment model is led by Susan Cummings, Vice President of Public Sector Strategy, supported by a team of geographically deployed public sector leaders. Our Senior Public Sector Directors, Terry Sterck (East Region) and Joseph (Joey) Eyraud (West Region) are both highly tenured with a rich history of supporting and serving our public sector clients and their initiatives. Collectively, Terry and Joey have a team of Eleven (11) public sector directors that lead, guide and support our regionally based sales teams that are exclusively aligned to public agencies.

Tab 4: Qualifications and Experience

Our public teams are supported by our ancillary teams deployed with category expertise to provide knowledgeable and effective support for the categories outside of standard Office & Schools supplies, we have category specialists in:

- Copy & Print Solutions
- Managed Print Services
- Furniture & Interiors
- Cleaning & Breakroom
- Technology

Below is a snapshot of our public sector leadership team with their assigned geographies.



Each Regional public sector leader works closely with the agencies we serve to listen and understand the customer needs and work to bring solutions that matter.

Tab 4: Qualifications and Experience

Six Contracts – One Account Number

As we work to serve the needs of our public agencies and providing them with competitively solicited and awarded cooperative contracts, Office Depot has elected to monitor and respond to cooperative contract solicitations lead by Region 4 ESC to provide a unique customer contracting solution. To date, our team has responded to and has been awarded six (6) contracts with Region 4 ESC. This unique strategy aligned with the vast and growing number of product categories, solutions and services we provide allow us to provide our customers with all six (6) contracts utilizing a single account number. This supports several initiatives our public agencies have today; vendor consolidation, simplified buying and billing experience and peace of mind that the category has been competitively solicited and awarded, thus meeting the procurement standards as set forth by the various agencies we serve. We like to refer to this solution as Six in One.



Office Depot's current Region 4 ESC Contract portfolio has been carefully developed as we responded to and were awarded the six contracts we are able to offer our public sector customer base today. As we continue to listen to the needs of our public sector customers, it is our intent to continue to respond to solicitations that can provide further value while streamlining the procurement process for the agencies we are privileged to serve.



R141703 – Office Supplies



R141605 – School Supplies



R142212 – Furniture Solutions



R160204 – Technology Solutions



R162102 – Janitorial Services



R171404 – Managed Print Solutions

Tab 4: Qualifications and Experience

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Tab Five:

Value Add

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03





OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 5: Value Add

Tab 5: Value Add

d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Comprehensive Public Procurement Solutions A Look into the Office Depot OfficeMax Value Added Services

At Office Depot, we believe in high-quality business frameworks. This means improving efficiency to reallocate resources towards procurement solutions, growth, and sustainability. We understand the importance of being great stewards of public funding, and we offer an array of services and solutions to help public agencies manage costs and operate more efficiently. Our commitment to serving Public Sector Agencies is evident in our deployment to service and serve those that have entrusted us to provide innovative solutions and world-class contract compliance.



We understand that today's procurement officers are not only being challenged to do more with less; they are also making shifts in procurement methodologies, demands from the constituencies they serve, and a changing workforce. Office Depot has been partnering with the agencies we serve to bring them the products and services they need to support these shifts.

Tab 5: Value Add

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We are proud to be an incumbent contract holder of the current Office & School Supplies contracts (R141605 and R141703). We do not take this privilege lightly – as we compete for this award once again, our entire sales organization is actively engaged in promoting not only the Office Supply contract but our adjacency Office Depot contracts as well. Our team is committed to providing a comprehensive market basket of cost-saving solutions under the Region 4 ESC and OMNIA Partners contracting label. This market basket approach supports the desire of many public procurement officials to reduce vendor count while giving them the benefits of the solutions that we currently offer and are proposing in this solicitation.

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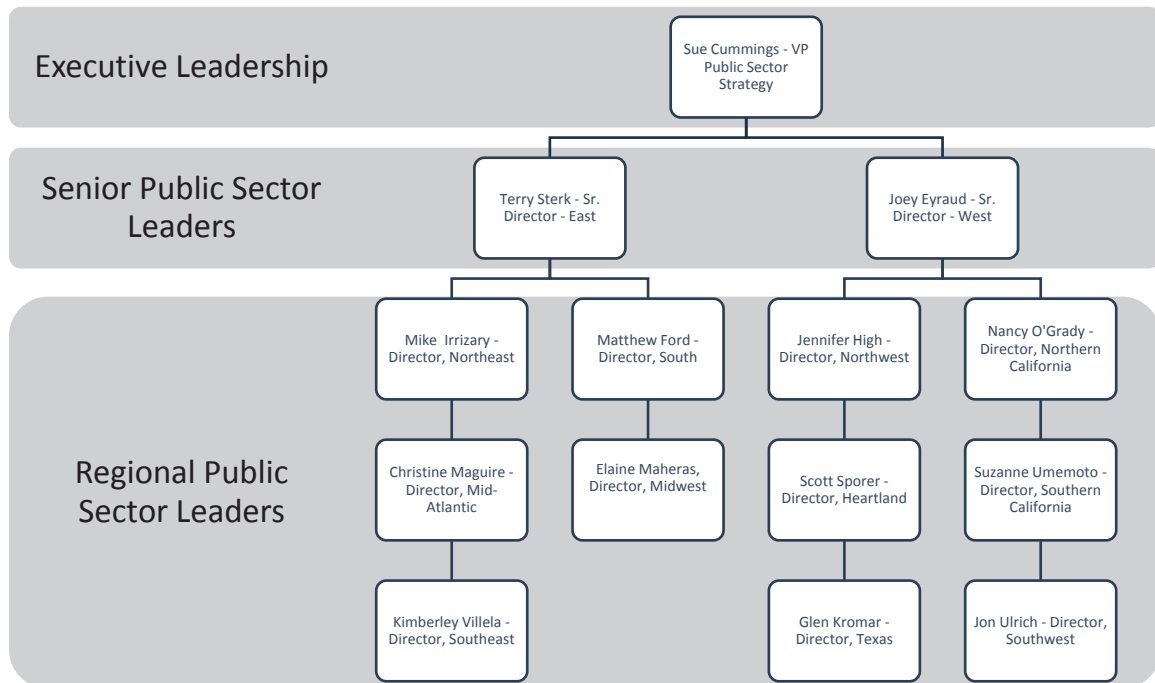
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Our public teams are supported by our ancillary teams deployed with category expertise to provide knowledgeable and effective support for the categories outside of standard Office & Schools supplies, we have category specialists in:

- Copy & Print Solutions
- Managed Print Services
- Furniture & Interiors
- Cleaning & Breakroom
- Technology

Tab 5: Value Add

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Tab 5: Value Add

Office Depot's current Region 4 ESC Contract portfolio has been carefully developed as we responded to and were awarded the six contracts we are able to offer our public sector customer base today. As we continue to listen to the needs of our public sector customers, it is our intent to continue to respond to solicitations that can provide further value while streamlining the procurement process for the agencies we are privileged to serve.



R141703 – Office Supplies



R141605 – School Supplies



R142212 – Furniture Solutions



R160204 – Technology Solutions



R162102 – Janitorial Services



R171404 – Managed Print Solutions

Only at Office Depot

Office Depot's unique offerings bring unusual value to Participating Agencies in areas that may be highly important to those Agencies, providing them opportunities not available from other suppliers. These include:

- ★ Certificates for trees planted or carbon offsets purchased by the Agencies, which they can post or publish under the TreeUp program based on purchasing thresholds of paper by the Agency. The Arbor Day Foundation TreeUp program is described in our sustainability program; see Tab 3 – *Performance Capability* of this proposal.
- ★ In-Store self-printing capability using Participating Agencies' Credit Cards enabling quick printing of small jobs in the Office Depot / OfficeMax Retail Store near you. Pay directly at the printer using your pre-registered card to receive your contract pricing and no waiting in line for a sales associate to help you. You can send the print job to a drop box and just enter the code at the printer, or you can bring the job with you on a flash drive. Most stores have printers waiting for you. Large print jobs are best handled by the print specialist in each Store.
- ★ A new group in Office Depot specializes in customer satisfaction. The emphasis is on Participating Agencies and their satisfaction is monitored by new tools and techniques that are highly sensitive to customer inputs and takes quick action in response to anything less than complete satisfaction.

Tab 5: Value Add

- ★ All Office Depot / OfficeMax Retail Stores offer all customers the opportunity to donate a portion of their total purchase value to a pre-registered local qualified school of their choice at the time of purchase (usually 5% with some restrictions). The donated funds are provided to the school on a periodic schedule in the form of credits for supplies purchases from Office Depot.

Office Depot's other main areas of distinction include:

- World-Class Reporting Capabilities
- Leading Diversity program with three-dimensional approach
- Benchmark Environmental program

Other key differentiators include:

- Largest portfolio of products and services in the industry with value-adds:
 - Janitorial & Breakroom Supplies
 - Single-Cup Coffee Program (K-Cups and Commercial Keurig Brewers)
 - Print-on-Demand
 - Virtual File Cabinet
 - Brand Identity
 - Managed Print Services
 - Promotional Products
 - National copy and print program for in-store use
 - Furniture
 - Over 200,000 technology products competitively priced
- Employee Discount Programs
- Office Depot stocks and buys more items directly than any supplier in the industry. This approach allows us to minimize the use of wholesalers and other middle men that add cost to the sell price.
- Distinctive, experienced Account Management and Implementation Teams that provide more on-site support and services.
- Customer Centric Business Reviews presented with cost savings and continuous improvement opportunities
- Well-Seasoned Customer Care team with a One-Call-Resolution process

Tab 5: Value Add

- 26 U.S. Distribution Centers and a network of delivery points to provide local reliable next-day service
- Supply Chain Excellence with industry-leading inventory turns
- Single-order platform for all products and services
- World-Class Business Contract Website offering multiple features and cost savings benefits
- Unique customized solutions for your business that will stay flexible throughout the life of our agreement.
- Contract Compliance organization, which monitors all customer agreements. This shows Participating Agencies our commitment to total transparency in our pricing. We are the only major supplier that has developed this solution for our customers.
- Retail Synergy Program affords contract pricing to customers when shopping our 1,300+ stores throughout the U.S.

These combined resources will provide all Participating Agency locations, from the main offices to the smallest location, a level of service that exceeds the Agencies' expectations.

Solutions and Programs

In addition to our Tab 2 – Products and Pricing Overview, for Office Supplies, Office Depot has core pillar solutions that are organizational strengths and curated specifically for public sector. With the addition of CompuCom, we also offer a greater technology offering and modern solutions for safety and security through Information Technology.

Technology through CompuCom

Knowing public agencies are looking towards technology to adopt smarter ways of working, learning, securing, and collaborating, we are proud to be adapting to these shifts and incorporating these new solutions into our long-standing foundation.

As of November 2017, our organization family grew by more than 9,000 IT Professionals with the acquisition of CompuCom, U.S.-based tech company founded in 1987. Together, we can deliver a new kind of integrated solutions offering. For our Participating Agencies, this means a deeper offering in technology, digital buildings, modern infrastructures, tech services, safety, and security. CompuCom is committed to elevating the technology experience through dynamic, proactive, and

Tab 5: Value Add

seamless support that energizes our customer's operations, learning, and personal lives, aligning to our deep-rooted belief system.



**Enabling the Digital Workplace.
Technology. Managed Services. Digital Consulting.**

CompuCom provides end-to-end managed services, technology and consulting to enable the digital workplace for enterprise, midsize and small businesses. Celebrating its 30th year, CompuCom offers customers individualized experiences, drives workplace collaboration and productivity, and delivers operational performance and efficiency.

We are not alone in our beliefs in high-quality teaching, learning, and business frameworks. Our actions bring these beliefs to life every day. Together with our partners, we are listening, learning & enabling success for the agencies we serve.

Print Optimization

Copy & Print Services

Besides the specific curriculum solution mentioned in Tab 2, Products and Pricing, Office Depot also provides comprehensive print and promotional product solutions to meet all your agency's needs. For more than 30 years, our customers have utilized our Copy and Print Depot to save an average of 25% to 40% on their print spend while also streamlining their procurement process.

Our solutions include:

- Digital print services
- Promotional products
- Signs and banners
- School spirit backpack programs
- School-specific stationery items
- Stamps and daters
- Direct mail services for mass mailing
- Consultative services



Tab 5: Value Add

Office Depot specializes in helping Curriculum Departments manage the ordering, production, and distribution of instructional materials. We provide classroom consumables, testing materials, and professional development materials. We enable school districts to order exact quantities needed at an aggressive price point and deliver to point of need (whether that be a central warehouse or to the school level, packaged by grade level). We have helped many school districts free up thousands of dollars and hundreds of hours of teacher's time. The services we provide for our traditional educators transcend to our public agencies in the areas of training, employee manuals, human resource materials, community outreach materials and more.

Our state-of-the art production equipment allows us to take on your curriculum & testing needs and deliver on time and when you need it. Our largest facility in Grand Prairie, TX, worked with a school district to help them prepare for the 2018-19 School year; that project netted more than 87,000 workbooks. Our project managers worked along-side the curriculum department to ensure the right materials were printed, packed and labeled for delivery to the district. Imagine the possibilities, then think differently when it comes to producing your next print project. #depotdifferent

Our Web-based Online Print Center is an innovative print ordering service that helps public agencies meet their everyday printing needs, as well as time sensitive or confidential print orders. With our integrated, multi-channel Online Print Center program, print orders can be picked up at any of the 1,300+ Office Depot or OfficeMax retail locations or customers can opt to save time and mailing costs by having their order shipped to their preferred destination. Region 4 ESC contract users can place orders online 24/7 from any computer with and web connection.

MyFiles Digital Archiving

Agencies can conveniently reorder documents by storing preconfigured files in their own secure File Cabinet, an online digital document archiving service provided at no cost to Region 4 ESC customers. Benefits of this Digital Archiving service include:

- Allows employees to spend more time focusing on their core competencies and less time preparing materials
- Order only the quantity needed thus saving budget dollars
- Decentralize the print procurement process
- Allow specific departments to control the content of printed materials directly from the desktop
- Enhance version control

We understand this, so one of the main goals of our solution is to provide a more streamlined procurement process. Performing core job competencies is the goal and our print programs not only give more time back to your employees it also stretches their budget dollars, so they have the all the necessary materials to complete their assigned tasks. We accomplish this by offering a completely integrated print/promo solution located directly on our Office Depot business web site. Our solutions can help you:

Tab 5: Value Add

- Repurpose staff – Office Depot can suggest ways in which agencies can retain key personnel and, in some cases, subsidize payroll dollars through supplemental revenue streams.
- Rationalize copier fleets – Office Depot can share our expertise and understanding of machine utilization down to the school level. Our Total Cost of Ownership analysis will help you determine what equipment is necessary. Enabling you to make informed buying decisions.
- Increase productivity – Office Depot can modernize the fulfillment of printed materials utilizing state of the art technology. Our hands-on approach to taking an active role in training individual agencies and departments results in increased compliance.
- Reduce waste & obsolescence – Statistics show that waste and obsolescence factor run high in the Education Market as well as other public agencies. Often reaching the 18-20% realm. Blending your current strategy and our customized programs together we can work to minimize the financial impact well into the single digits.
- Complement existing state – Office Depot can introduce additional products and services that enhance your current offering.

At Office Depot, we don't teach, prepare lesson plans, build roads, remove snow, or train our first responders. But we can help you do what you do best by taking printing and copying chores off your hands.

Managed Print Services

In today's challenging economy, organizations are continually looking for ways to reduce expenses and improve productivity. For many organizations, the printing environment represents an untapped opportunity to save money. Nevertheless, the total cost of managing and printing documents along with the pathway to driving improvements remains a challenge.

THE OFFICE DEPOT THREE-STEP APPROACH



Office Depot understands the issues and opportunities associated with typical printing environments and highlights the value-added services available from Office Depot that can help organizations take the logical steps to meaningful savings and improvements in productivity.

In organizations that have successfully implemented Managed Print Services, the breakdown of service requests begins to reveal what it takes to support an office printing environment.

Controlling and managing toner spend represents a natural starting point. Getting this right, addresses a large portion of

the total print spend. For example, Office Depot ships approximately 1.7 million toner cartridges to Region 4 ESC Participating Agencies per year, at a cost of \$100 million. Each order for a toner cartridge requires an employee to make a phone call or go online to submit the order using up valuable man-hours.

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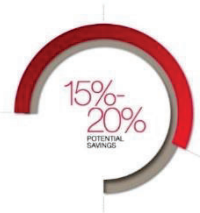
A new value-added service from Office Depot, the Auto Toner Replenishment service, automates the ordering process for Region 4 ESC Participating Agencies who purchase toner.

Auto Toner Replenishment is a free service that enables Office Depot to ship toner just-in-time, based on requests received directly from the printers on the organization's network.

Benefits of Auto Toner Replenishment include:

- No need for employees to place toner orders – giving valuable time back to the organization
- Reduction in onsite toner inventory
- Next-business-day delivery, using Office Depot's world-class logistics and distribution network
- Improved printer up-time and efficiency – printers will always have the toner they need when they need it
- Most network printers are supported by a large assortment of national brands and Office Depot® brand products – more than 3,000 ink & toner choices in stock
- Reduction of old supply waste by utilizing the Office Depot recycling program for supplies and equipment.
- Comprehensive reporting and insight providing data to further optimize the organization's printing environment

COST SAVINGS
High Yield Usage + Office Depot Brand vs OEM Brand



After Auto Toner Replenishment has been running for 30 days, your organization will receive the initial Office Depot Print Assessment, which includes the following:

- Usage and performance data for the entire printer/MFP fleet
- Total cost of ownership (TCO)
- Recommendations for optimization and further cost savings

The Office Depot Print Assessment provides facts on key areas to optimize the print environment, including:

- Saving more on toner spend: Using high-yield toner cartridges and establishing the right balance between Original Equipment Manufacturer (OEM) toner and Office Depot® Brand remanufactured toner could save 15-20% on current toner spend.



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- Freeing IT from printer-related issues: With an Office Depot Managed Print Services contract, break-fix services can be outsourced, which will enable IT to focus on higher-value projects. Office Depot provides a 4-hour response and typically restores printers to operating order within one day.
- Optimizing equipment: Printer purchases have historically been decentralized, enabling the total number of devices to grow unchecked. Larger multifunction devices often have advanced capabilities that are largely unused. The data from an Office Depot Print Assessment coupled with insights on employee workflow will help create the roadmap for ongoing cost savings and productivity gains. Equipment optimization can include: rebalancing print volume to more productive equipment, replacing aging printers and multifunction devices, or remapping the entire print environment to drive significant cost savings.

As an unbiased and vendor-neutral advisor, Office Depot is in a unique position to help optimize organizations print environment. Backed by dedicated Account Managers who understand the challenges associated with the printing environment and strategic partnerships with Hewlett Packard, Lexmark, Xerox and others, Office Depot can provide the most comprehensive solutions the industry has to offer.

Office Depot can enhance Printing and Document Services

In an effort to reduce expenses and increase productivity, Office Depot can enhance your printing and document services. With dedicated national Public Sector print consultants, school districts can be assured that Office Depot understands institution-specific needs.

Office Depot can assist organizations leverage today's technologies along with their existing Region 4 ESC contract pricing to save up to an additional 40% on their true cost of print procurement. This assists Public Sector customers in the following ways:

- Save up to 40% over your internal print costs on larger run print jobs
- Decrease the need for large production-style technology. As Xerox's second largest customer in the U.S. Office Depot has already invested in today's latest and greatest technology so customers don't need to
- Move to a just-in-time print procurement model to save dollars and reduce waste
- Increase the ability to track and control print spends
- Consolidate print spends and increase rebates via a complete suite of custom printing offerings, including print on demand, Virtual File Cabinet, stationery items, custom stamps, promotional products and more

The Copy & Print Depot™ team provides a free Total Cost of Ownership analysis to give organizations a comprehensive view of the true cost of their printed materials. Participating Agencies can use this analysis to get a better understanding of how to utilize the Copy & Print Depot™ print services and leverage copier fleet expenditures, create internal revenue streams and more.

Tab 5: Value Add

- Financial impact study: Most organizations are not aware of their true cost to produce a copy. Office Depot will show the effects of a copy and print program on rebate dollars and bottom line.
- Comprehensive implementation: A detailed list will identify all tasks required to enable a successful launch and smooth transition.
- Flexible configuration: Office Depot will accommodate specific agency needs, whether we come on-site, align near-site or a blend of both.

At Office Depot™, highly-trained Xerox®-Certified Print Specialists will create powerful tools to help organizations communicate their messages clearly and effectively. With 1,300+ retail locations, 4 commercial printing facilities, 6 closed-door printing facilities, and online printing capabilities, Office Depot provides all the resources and convenience organizations need.

Products and services include:

- Black & White and color copies
- Free document archiving
- Flyers, newsletters & brochures
- NCR Forms & labels
- Banners and Posters

Copy & Print Depot also provides a complete list of finishing services, including:

- Binding
- Collating
- Cutting
- Stapling
- Laminating
- Mounting
- Folding
- Hole-punching

With today's decreased budgets, organizations are looking for strategies to maintain their print shops and personnel. The Copy & Print Depot™ team specializes in introducing products and services that can enhance print shop capabilities. They pay for the high-cost technology, software, and labor.

And, organizations gain access to state-of-the-art solutions from simple black & white copies to oversized signs and banners. These include:

- Enhanced product line up – organizations can take advantage of new and exciting products and services without the capital investment.
- Creation of revenue streams to support print shop personnel

Tab 5: Value Add

- Ability to outsource short-run labor-intensive jobs that require added assistance
- Free distribution throughout your organization
- A ready partner for the organization's peak seasons: Office Depot has the capacity to provide a host of comprehensive services when it is needed most.

The combined power of Managed Print Services and Copy & Print Depot™ allows Office Depot to enhance the printing environment with a Total Document Solution. Office Depot is one of the only companies focused on making the print procurement process less expensive and more efficient while consulting with organizations on how to decrease their capital investments on copy and print hardware.

Environmental Strategy Summary

Office Depot's global environmental strategy can be summarized in a simple statement: We strive to Buy Greener, Be Greener, and Sell Greener. Our GreenerOffice Program provides solutions to help our customers pursue these goals.

With no universal definition for 'green' office products, we have gone to great lengths to create one. Office Depot has not only measurably improved our own environmental performance but also enabled our suppliers and customers to do the same. We aim to understand our customers' environmental needs through meetings, surveys, focus groups, and seminars, and leverage these insights to create greener products and programs to serve our customers' needs.

We market products with meaningful eco-attributes and eco-labels in multiple ways, including through our industry-first *GreenBook*, an exclusive catalog filled with our greenest products; our GreenerOffice website, a website with all our greener choices in one place; onsite and online webinars; and onsite vendor shows. Most of our environmental metrics are independently reviewed by PricewaterhouseCoopers—and have been since 2007, adding further credibility to our environmental claims. We work to:

- Reduce our waste footprint.
- Reduce our facilities carbon footprint.
- Reduce our transportation carbon footprint.
- Reduce our water footprint.

Products include:

- Greener ink and toner solutions, including quality reman products.
- Greener Managed Print Services solutions.

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- Energy Star-qualified printers and monitors.
- Duplex printing, pay only for actual pages printed (no charge for scans and electronic files not printed)
- Recycling solutions, including free pick up of depleted toner.
- Working with our vendors on product Life Cycle Analysis (LCA).
- Supplies delivery by paper bag instead of a cardboard box.
- Water filtering solutions that serve as alternatives to bottled water.

Additional initiatives include:

- GreenerOffice Rating: a rating system for greener products.
- Greener Alternatives Tool: a report to identify greener alternatives for high-volume products.
- Green Select Cart: online functionality that encourages greener choices.
- Reports on green purchases, including:
 - Green Business Review: comprehensively documents green purchasing.
 - LEED Credit Report: tracks purchases that support LEED for existing buildings.
 - Federal CPG/Executive Order Reports: Federal CPG/Executive Order Reports: purchases that meet Federal green standards.
 - AASHE STARS Report tracks purchases for STARS credits.

Recognition: Office Depot's efforts to BE GREEN have been recognized for several years. Our environmental awards and affiliations include:

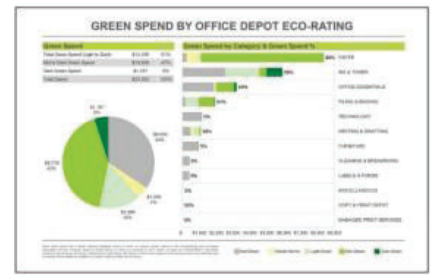
- 2016 LEED EB Gold Certification
- 2015 Sustainable Purchasing Leadership Council (SPLC) Supplier
- 2013 Climate Leadership Award from U.S. Environmental Protection Agency Protection Agency: recognized for achieving 29% Carbon Footprint Reduction in the U.S., aggressively beating its 20% reduction goal one year ahead of schedule.

In Summary

Printing is a critical component of any organization. Ensuring the right supplies are on hand and printer fleets are working at peak efficiency will enhance overall productivity, while cutting costs.

By utilizing the Office Depot Managed Print Services Program, organizations can:

- 1) control and manage toner spend
- 2) optimize the printing environment
- 3) enhance printing and document services



Tab 5: Value Add

This three-step approach, combined with 30 years of account implementation experience, enables Office Depot to address today's printing-related challenges with comprehensive solutions, and dedicated support.

Advancing Technologies

Technology

Office Depot sells more than \$4 billion annually in technology products and solutions in North America (all channels).

This buying power, combined with partnerships with the top manufacturers and distributors of technology products positions us to compete for a wide spectrum of the school customers' information technology (IT) needs, along with all our solutions, providing convenience and scale.

Our highly trained/certified team of dedicated sales and solutions professionals and our world-class B2B web platform enables us to serve as a trusted advisor for one of the most strategic categories of investment of most schools, vital to their operations continuity and success.



The Technology Solutions division of Office Depot helps define and deliver solutions that help our customers meet their goals, are innovative and relevant, and are backed by industry-leading support and customer service.

The areas of focus for our technology solutions include instructional tools, infrastructure, devices, professional development, digital building, safety & security, and furniture.

- CompuCom™ - As mentioned, Office Depot has extended the depth and breadth of our technology and technology service portfolio with the acquisition of the highly respected technology company; CompuCom.
- Devices – Office Depot offers a wide range of devices that support an enriched learning environment and that help connect digital curriculum and the product used to deliver it.
- Infrastructure – Get the design, efficiency, power, and value you need with top-brand servers and other IT essentials
- Tech Tools and Manipulatives – Our cutting-edge tech tools help you powerfully present and explain ideas by enabling cooperative

Tab 5: Value Add

- Professional Development – We provide training for teachers and administrators on how to bridge the gap between curriculum and technology in the classroom through digital content and device training.
- Furniture – Office Depot offers customized furniture solutions for the classroom that are flexible to support various learning styles and stations, as well as support the technology that resides in the classroom.
- Digital Building and Digital Classroom – For capital projects, Digital Building technology from CompuCom delivers upfront construction savings, significantly lower operating costs, and modern digital learning spaces that drive collaboration, efficiency, and engagement. Partner with us to leverage building automation, Internet of Things (IoT), Power over Ethernet (PoE), and other emerging technologies to create an interconnected, safe & secure building that'll be the foundation of your digital transformation.
- Communication and Connectivity Offerings
 - System and Technology Individual and Integrated Services – Audio Visual, Communication and Connectivity, Controls and Automation, Security and Life Safety
 - Strategy and Tech Plan Creation Services – Current State and Future State alignment.
 - Program Management Services – Administration of your real estate and District IT Projects.
- Remote Monitoring Services
- Disposition Services – Office Depot can help agencies dispose of technology equipment in a safe and environmentally responsible manner. By taking advantage of our recycling and disposal services, they can turn unwanted or obsolete technology into useful raw materials.
- Document and Image Management – Office Depot delivers quality document imaging, microfilming, secure storage and shredding. We scan paper of any size, shape, and condition as well as photos, microfilm, oversized maps and more. We help to protect data with powerful document and security records management tools to meet the needs of Region 4 ESC and Participating Agencies
- Website – As an e-commerce pioneer, Office Depot has connected more than 325,500 customers with over 1,388,000 users. Ninety-five percent (95%) of our national account business is processed via the Internet. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only simple for you but fast for your users too!

Office Depot offers a full suite of services to help all aspects of the IT Lifecycle from the cost-effective planning, acquisition, and deployment of a school's technology assets, to their efficient funding, management, and disposal. Our value-added services allow our educational customers to focus more on reaching their instructional and learning goals.

Furniture Program Overview

Office Depot furniture has been a key solution with the Region 4 ESC General Supply Agreement from the start. The Region 4 ESC furniture assortment is comprised of our stocked, private and name brand coded and catalog selection, and represents over 12,000 unique items. With our in-house furniture (non-wholesaler) inventory, we are a leading distributor in quick-ship, stocked furniture in the USA core assortment (1,200 items), with a selection of school furniture, and full-line of office furnishing and accessories, lighting, ergonomic tools from our catalog assortment was added in 2009, and is represented in our Region 4 ESC Furniture Solutions Catalog, Education version, designed to meet the needs of school customers.



Furniture Organization, Sales and Support Infrastructure

Office Depot's furniture division has experienced significant growth in resources, and capabilities since combining our Furniture & Interiors Divisions. Today, we have a unique position in the marketplace, as a true national distributor for Furniture products, representing over 350 furniture lines, with \$450M in annual contract furniture (non-retail) sales. As a single-source furniture resource for schools, we provide a full-scope, turnkey options, including Transactional Furniture Programs, Contract Interiors Furnishing and Fixtures, Design-Build solutions, and Facility and Furniture Management, Delivery and Installation services.

Our team includes dedicated, and talented furniture professionals, plus, an Inside Furniture Support and Furniture Customer Service teams providing support to our customers. Our group is comprised of Furniture Sales & Account Managers, Furniture Vertical Market Managers (focused on standards development and cost-saving solutions), and School Specialists, Designers, and Project Coordinators, Project Managers, Inside Sales Support, and Customer Service staff. A complete furniture team and an organizational structure weighted heavily in support functions and built to provide exceptional customer support.

In 2009, we introduced a shared furniture services group for Design, and Inside Account Support Consultants to manage customer programs, including Region 4 ESC. These centralized teams are based in Chicago and Los Angeles and help us effectively manage fluctuating demand and drive many of our process management improvements to support national contracts. Unlike the static support model, our shared resource team provides the advantage of sharing the demands of local furniture teams, making these representatives more available to customers.

And, because we share the same systems, documented processes, and procedures across the country, you can always count on Office Depot furniture for consistent pricing and service. Furniture utilizes the same ordering platform as supplies, ensuring consistent pricing, reporting, and order tracking through invoicing. With our online ordering platform, we can create a customized ordering standard to comply with school buying guidelines. Office Depot has complimentary specifying and design

Tab 5: Value Add

programs (CAP, GIZA, and AutoCAD software) to support complete specifying, and planning of customized, project solutions from small projects, renovations, to new construction.

Locations – Furniture Showrooms

Our hub-and-spoke operational model means that every local and satellite office enjoys the support of a strategically positioned regional office. And, any office can tap into the extensive wealth of resources and knowledge spread out across our national network. So, no matter what services a school needs, you can count on the same consistently high level of service. HUB locations and showrooms include Los Angeles, San Francisco, Seattle, Chicago, Houston, Columbus, Pittsburgh, and Atlanta. With furniture staff located in 13 Regional Office Depot locations.

Delivery, Installation, and Maintenance Services

Office Depot Furniture delivers coast to coast. Our professional delivery personnel experienced in handling and assembling School furniture. The benefits of working with a single-source national furniture dealer also can be realized from a logistical standpoint—ensuring that your organization receives consistent service anywhere in the US, and allows us the strategic advantage of managing your order, accommodating changes, delays storage, and follow-up maintenance services

We work closely with our 350 installation partners on accuracy and quality in all our labor services. Our installation team is provided with a packet of in-depth information—communicating every detail of your project. And because our installation experts have been factory trained and certified in systems and modular installation, satisfaction is guaranteed. If your project is delayed by construction, we have available facilities to safely house your investment.

Transactional furniture orders, including small custom orders, are managed, for our customers' convenience through our distribution centers and furniture delivery trucks. As part of the delivery service, we provide a notification call prior to delivery, and placement of furniture in your room-of-choice.

School Furniture Program

Office Depot is very proud of our school furniture program, an area that has been a primary focus of our program for the past 15 years. We are committed to growing and developing and investing in our school program which represents the fastest growing business segment in furniture since 2012. We have extensive experience, and a strong customer base of customers, like the Gilroy School District, GreenDot Schools, and Higher ED including UCLA, Brown, and Cal State Universities, to name a few.

Learning Environment Offering

We have learning environment solutions that are effective, efficient, and complementary to your current standards program. We offer a vast selection of manufacturers with the capabilities to address needs great and small—without sacrificing any existing standards programs. Choose from thousands of furniture, technology, and supply items and accessories to help reach your modern learning goals and accomplish strategic initiatives:

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- Modern Classrooms
- CTE Spaces
- STEAM and STEM Spaces
- Maker Spaces
- Media Centers
- “Real World” Inspired Spaces
- Educator Planning and Meeting Spaces
- Community/Learner Spaces
- Locker and break room equipment
- Training room furniture
- Modern Common Areas
- Specific Learning Environment –paired supplies and tools



Our approach is to provide a complete product and service solution for schools, from K-12 through Higher Education, including classrooms to cafeterias, reception areas to private offices, as well as libraries, dorm rooms, computer labs, auditoriums, art rooms, STEAM spaces, MakerSpaces, and science labs, we're your one-stop provider. And, special programs including our in-house stock of classroom furniture in 12 distribution centers to accommodate our customers have furniture during the peak buying period, and prior to school opening.

With rapid changes in classroom and school design, driven by progressive teaching methods, increased classroom sizes, and technology, our customers requesting our value-add service package that includes complete specifications and standards development, and our Modern Classroom consulting package, demo, and detailed facility guidebooks. The focus for Schools has changed to complete facility design, flexible, modular designs aligned to instructional goals versus individual product.

Region 4 ESC has been a terrific partner, enabling us to engage with the customer early, and develop a complete solution and drive cost-saving specification, and an exciting partner to continue our growth in our School furniture business.

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Commitment to Green Practices

Refurbishment, recycling, and Green Certified products are central to our program. We've partnered with ANEW, the Asset Network for Education Worldwide. ANEW provides reuse alternatives for surplus materials. Our programs are managed by our in-house LEED Certified Designers to ensure we meet our customer's goals. And, we offer in-house compliance software for tracking certification of renovation projects, under certification consideration.

CREATIVE SERVICES	PROJECT MANAGEMENT
<ul style="list-style-type: none"> • Space Planning • Specifications • 3D Views & Renderings • Finish Specifications • Installation Drawings 	<ul style="list-style-type: none"> • Vision Session • Establishing Project Parameters • Managing Successful Project Support • Ongoing Support
LABOR SERVICE	FINANCIAL SERVICES
<ul style="list-style-type: none"> • Delivery • Warehousing • Installation & Reconfiguration • Refurbishment • Move Management • Repair 	<ul style="list-style-type: none"> • Leasing • Renting • Financing • Used Furniture Brokerage
CUSTOM SOLUTIONS	REPAIR SERVICES
<ul style="list-style-type: none"> • Standards Program • Sustainability / LEED • E-commerce 	<ul style="list-style-type: none"> • Requests for Repairs • Ongoing Services • Project Inspections • Ergonomic Assessments
PORTFOLIO OFFERING	TURNKEY SUPPORT TEAM
<ul style="list-style-type: none"> • Comprehensive Furniture Solutions • Comprehensive Technology Solutions • Digital Building • Curated Need and Subject Aligned Modern Supplies and Manipulatives <ul style="list-style-type: none"> ▪ Cleaning and Breakroom Solutions ▪ CTE, Maker, STEAM Supplies 	<ul style="list-style-type: none"> • Former Educators as Consultants • Educational Specialist • Innovators • Designers • Project Managers <ul style="list-style-type: none"> ▪ Key Point of Contact Account

Healthy & Safe Work Environments

Janitorial

We understand that high morale and a sustainable clean, productive school environment is instrumental to efficiency and student achievement. Your Office Depot team will help ensure a clean and healthy environment for your students and faculty. Our team of product matter experts will assess and customize a program to meet your goals.

Office Depot currently holds a Janitorial contract (R162102) with Region 4 ESC that has enjoyed significant acceptance and adherence in the two years since inception. The contract is currently in full force and effective through February 29, 2020, with two one-year extensions available after that date.

Our overall contract goals included:

- Healthy & Safe Schools
- Reduced Absenteeism & Productive 'Presenteeism'
- Faculty & Student Morale
- Budget Management & Fiscal Responsibility
- Sustainability & Effective Benchmarking

It is extremely important that we support the key drivers that drive our ability to achieve these goals and are aware of market trends where we can focus and help drive results. Our unparalleled expertise and supply chain can help to identify and correct any issues the customer may have and even have not been identified. There are many identified & unidentified opportunities we can certainly assist with, for instance, did you know:

- # of Days Lost in K-12: Common Cold: 22M Days Lost; Influenza: 38M Days Lost
- In K-12 there are 8-10 Colds per year/student
- Avg. Absences/Year in K-12 from Colds/Influenza: Students – 4.5 days & Teachers – 5.3 days
- Only 43.5% of school districts provide guidance for disease prevention and infections
- Students 7x more likely to drop out
- Teacher absences cost more than \$25 billion annually
- Absenteeism is a hot topic at higher stakeholder levels
- Absenteeism impacts grant money & federal subsidies



Tab 5: Value Add

- 'The Staff Lounge' is the origin of collaboration
- Impromptu meetings driven by better staff lounge environments are fundamental to morale and great ideas
- Creating social environments inside schools can create a positive effect on learning

Office Depot – Workspace Facilities

Office Depot provides a wide array of products and services, offering a customized solution to fit the complete facilities and breakroom needs of your organization and its end users. From breakroom products to core facility cleaning and appearance standards for consistency, you'll find the solutions from one dependable source. Consolidating to Office Depot provides you with opportunities for overall control of operations and reducing costs that you may not have thought possible.

By allowing Office Depot to manage your facility products and services solutions, you will be able to allocate more resources toward your core business instead of toward maintaining how your business is conducted. Office Depot offers a professional level of product knowledge, technical expertise, and service capabilities within the industry. We have the capability and strategic sourcing to eliminate costs, maximize resources, and delivers overall results. We are your single resource for the latest in facility products to maximize your efficiencies. Our facility products experts will find the right solution for you

Approach

Our facility experts will help uncover and reduce the hidden costs associated with multiple suppliers. Our team of product matter experts will conduct on-site assessments to fully understand the current products and processes. We then will actively listen to your stakeholder's needs, initiatives, and decision-making criteria to propose a customized solution that satisfies your objectives. Our goal is to translate your desires into a cost-effective reality.



The Right Products at the Ready

Office Depot is one of the very few providers to offer a ready breakroom and cleaning selection that is available for next day delivery. From equipment to food, furniture to upgrade your physical space, the liners and receptacles that are breakroom appropriate, and a complete offering of cleaning products for jobs as simple as wiping off tables, to as complex as total cleaning solutions per dilution systems – you can rely on Office Depot for all your cleaning and breakroom needs.

Facilities Solutions:

Office Depot's Workspace Facilities assortment features quality products for all your facilities – cleaning, breakroom, and facility supply needs:

Tab 5: Value Add

- Ensures satisfaction with products from well-known manufacturers in the industry – Kimberly-Clark, Georgia-Pacific, Cascade®, AEP, Betco®, Clorox®, GOJO®, Keurig®, Solo Cup®, Coca-Cola®, etc.
- Includes Office Depot branded products that provide superior performance and great value across multiple product categories.
- Offers products to help meet your needs, including sustainability with products made from recycled material, that are recyclable, reduce overall use and waste, or that are made from rapidly renewable fiber.

Breakroom Services

Office Depot can offer a variety of nationwide facility services for beverage station installation, and break/fix your brewer or filtered water system. We have everything you need to streamline the entire procurement process. Our facility experience and expertise can assist your business with a full spectrum of customized solutions.

- Equipment / Coffee Brewers. We provide brewer options for both traditional coffee as well as single-cup systems.
- Water Filtration. We provide water filtration systems in both countertop and floor models. The combination of clean drinking water and a modest environmental footprint in comparison to bottled water frequently makes sense in both economic and sustainability goals.
- Service. We have an in-house service group that makes installs and break/fix service cost-effective. Our in-house team confirms all installations or service calls prior to scheduling. We coordinate the installations and communicate to your end users as required for broken equipment. All installation billing is from Office Depot and we are your single point of contact.
- Breakroom Essentials
- Snacks and Food. Over 300 items ranging from healthy snacks to traditional pick-me-ups like candy, cookies, and salty snacks, as well as single-serve breakfast and lunch items.

Green Solutions:

Office Depot offers a premier selection of eco-conscious products to help you make a difference in your facility. By understanding your environmental goals, we can help you choose the right products with green attributes.

- Paper products from 100% recycled materials
- Hundreds of products with LEED® credits
- Eco-conscious cleaning products from plant and mineral-based ingredients
- National eco-conscious brands, including GreenWorks® and Seventh Generation™, Office Depot® Brand greener choices and more



Tab 5: Value Add

Office Depot offers a growing range of GreenSeal Certified cleaning products designed to improve indoor air quality (IAQ) by the reduction of toxic chemicals used in manufacturing and the toxins released into the air while in use. The certifications mean that an independent organization monitors and verifies that the products do improve IAQ. We can also provide reporting on cleaning products purchased through Office Depot that are GreenSeal or EcoLogo certified.

The Office Depot Difference:

Office Depot is committed to consistently delivering world-class service in everything we do for you – that includes providing everything you need for your facilities, cleaning, and the breakroom. The impact of business made personal – *that's the Office Depot difference.*

Safety and Security

As schools shift to modern learning and modern environments, a top priority is the safety and security of the students, staff, and faculty, no matter where they are within the school. And, in the 21st century, school safety also relies on safeguarding critical information, assets, and systems. Safe schools have a sense of comfort and are more conducive to preparing children for the demands of a competitive, global workforce.



How Do You Get There? Schools typically follow this roadmap to improve the safety and security of their campuses. First, they use the network as the platform to achieve effectively, efficient collaboration and information sharing. Next, they deliver all services over a centrally managed, converged IP network. They implement well-planned, robust network architectures and infrastructures for improved communications between faculty members, students, and staff. Finally, use

of wired and wireless technologies to ensure that physical environments are safe and network environments are secure.

This roadmap is dependent on various factors such as budget, time, foundation, change management, and overall Region 4 ESC Participating Agency capacity. Office Depot and CompuCom work alongside District leadership teams and their stakeholders to innovation roadmap, achievable and sustainable pathways for our Region 4 Agencies.

Efficiency Services

Customer-Centric Business Review

Office Depot provides planning meetings with our public agencies. Our Business Review process is a high-level summary which ties together all the statistical information that we gather on our performance and resulting time/cost savings. We will provide Region 4 agencies specific performance data based off our programs. This process also allows us to compare each agencies performance to find best practices, innovations and ensure all departments are performing to established standards.



Our review will be customized to provide the specific format and metrics that Region 4 Agencies would like to evaluate. The goal of these reviews is to provide more than "raw data." Our objective is to create documents that will show in one page how we are doing in meeting objectives within the goals of the partnership such as cost reduction, purchasing efficiency, end-user spend, service levels, reallocation of resources into strategic plans.

The Office Depot account management team will assist each Region 4 Participating Agency location by analyzing spending and usage data. This process helps you by providing a consistent quarterly focus to drive greater usage to their core product list, identify rogue spend outside their endorsed contract stationer and analyze actual product usage.

Business Reviews include:

- Our customer's initial objectives
- Previous time-period accomplishments and objectives for the next reporting period

Performance Statistics:

- Purchases by product group
- Sales by location
- Average monthly sales
- Special categories

Tab 5: Value Add

Performance Measurements:

- Customer Report Card
- Customer Quarterly Review
- Customer Evaluation Survey
- Office Depot's plan of action to ensure customer satisfaction

Strategic Planning

- Initiatives review
- Budgeting and reallocation
- Next steps & planning

Independent Business Reviews:

- Customer Focus Groups
- Customer Interviews
- Customer Telephone Surveys

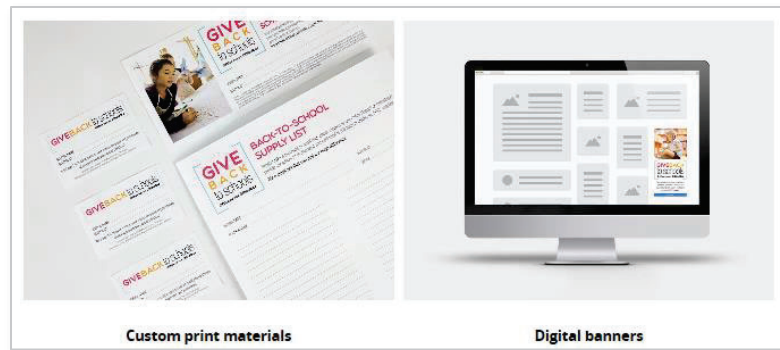
Give Back to Schools Program

Office Depot is committed to education across our omnichannel network: retail, direct, and contract, where we are promoting our 5% back to the school's program. This is an opportunity for our Region 4 ESC schools to achieve additional reallocation by earning 5% back through a School Promo ID and retail purchasing.

Office Depot also helps schools spread the word by providing free tools they can use in their School community.

Shoppers can simply make a purchase of qualifying school supplies, provide their school's ID at checkout (in-store and online) and the designated school will receive 5% back in credits for FREE supplies. It's a small act that can make a huge difference.

Tab 5: Value Add



This is a meaningful way that the entire District community can participate in advancing their School's educational mission.

Future Orders Program

Planning, budgeting, and staffing are important factors in maximizing school resources. Office Depot supports advanced bulk ordering that helps schools do just that.

Schools can plan and maximize budgets by taking advantage of our Future Order capabilities to order back-to-school supplies for a future date, delivered 21-180 days out—and have the peace of mind that their order will be there when they need it.

Best of all, we're committed to having items in stock and we'll provide a consolidated statement for convenience.

Future Order Program features at a glance:

- **Curated school supply list**
Choose from 2,000 school supplies that you need most
- **In stock and ready**
Rest assured that our in-stock select items are ready when you need them
- **Delivery**
Schedule your order to be delivered by your requested time frame
- **Extended cancellation window**
Take advantage of more time to cancel your order, should you need it
- **Statement consolidation**
Keep your Future Order items together with one consolidated statement

Stocked Assortment:

Driven by usage from our Region 4 ESC contract, we stock the 2,000 SKUs in the school supplies customers need the most during this season.

Closing Commitment

Our Commitment

We commit to providing our Region 4 ESC partners our creative and professional best and treating them with integrity and respect. We commit to upholding and enhancing our company's reputation for excellence. We customize each endeavor to ensure that what is offered is the best match for the holistic need of the district, teaching teams, educator, and most importantly the learner!

- Committed to Service
- Committed to Solutions
- Committed to YOU!

With all of this, we believe that Office Depot is the right choice for Region 4 ESC and its Participating Agencies. We thank you for this opportunity!





Tab Six:

Additional Required Documents (Appendix C)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03





OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 6: Additional Required Documents (Appendix C)

Tab 6: Additional Required Documents (Appendix C)

APPENDIX C

ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
DOC #2	Antitrust Certification Statements (Tex. Government Code § 2155.005)
DOC #3	Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
DOC #4	Texas Government Code 2270 Verification Form

Tab 6: Additional Required Documents (Appendix C)

Appendix C, Doc #1

**ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY**

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

 Date

 Authorized Signature & Title

Tab 6: Additional Required Documents (Appendix C)

*Appendix C, Doc #1**ACKNOWLEDGMENT AND ACCEPTANCE**OF REGION 4 ESC's OPEN RECORDS POLICY**EXCEPTIONS*

Office Depot has deemed that a limited set of information provided in our response is a trade secret and proprietary and exempt under the Public Information Act. All pages which have been deemed as trade secret and proprietary have been notated in the header of the respective pages in red with the following verbiage. CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT.

Tab	Appendix	Page(s)	Proprietary and Trade Secret
1	Appendix B	13-15	All Contract Exceptions noted on pages 13-15 are considered Proprietary and Confidential, unless contract is awarded
7	Appendix D, Exhibit A	195	Question C – Cooperatives - Office Depot's cooperative contract and state contract annual sales volume is proprietary and confidential and is not publicly reported as a separate line item in our earnings report; all other data is public record.

Tab 6: Additional Required Documents (Appendix C)

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Tab 6: Additional Required Documents (Appendix C)

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company**Contact**
Office Depot, Inc.
Signature
Address
6600 N Military Trail
Susan Cummings
Printed Name
Boca Raton, FL 33496
Vice President, Public Sector
Title

**Official
Authorizing
Proposal**

Signature
Phone
561-438-4800
Susan Cummings
Printed Name
Fax
800-593-8830
Vice President, Public Sector
Title

Tab 6: Additional Required Documents (Appendix C)

*Appendix C, DOC # 3***Implementation of House Bill 1295****Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

Tab 6: Additional Required Documents (Appendix C)

INSERT DOC 1295 of FINAL PDF HERE

Tab 6: Additional Required Documents (Appendix C)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Susan Cummings, as an authorized representative of Office Depot, Inc., a contractor engaged by Office Depot Inc.

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

Form Revised 10/27/201



Tab Seven:

National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03





OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Appendix D



Requirements for National Cooperative Contract
To be Administered by
OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

REGION 4 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners"), is requesting proposals for office supplies, related products and services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams may work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost-effective pricing.

2.0 Representations and Covenants

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties, and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier.

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, Office Depot has gradually become a leading global provider of products, services, and solutions for every workplace, whether that be the office, home, school or car. From the late 1980s and throughout the 1990s, Office Depot developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent e-commerce presence continuing into the new millennium, Office Depot sustained its growth by merging with OfficeMax Incorporated in late 2013 and remains a leader in offering excellence in quality workplace products, services, and solutions. With the acquisition of CompuCom in 2017, Office Depot is expanding its capabilities as a leading omnichannel provider of business services and supplies, products and technology solutions.

Office Depot, Inc. is a resource and a catalyst to help customers work better. We are a single source for everything customers need to be more productive, including the latest technology, core office supplies, print and document services, business services, workspace facilities, furniture & interiors, and school essentials.

The company has combined annual sales of approximately \$10.2 billion, employs 46,000 associates, and serves consumers and businesses in North America and abroad with nearly 1,400 retail stores, award-winning e-commerce sites, and dedicated business-to-business sales professionals and technicians – all delivered through a global network of wholly owned operations, joint ventures, franchisees, licensees and alliance partners. Through its banner brands, including Office Depot, OfficeMax, CompuCom, and Grand & Toy, the company offers its customers the tools and resources they need to focus on their passion for starting, growing, and running their business. The company's portfolio of exclusive product brands includes TUL, Foray, Brenton Studio, Ativa, WorkPRO, Realspace, and HighMark.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

B. Total number and location of sales persons employed by Supplier.

Office Depot has approximately 1,000 Sales Representatives and Sales Support Team members supporting the contract customers including those that would be covered by the proposed contract. The Public Sector and this contract are supported directly by a special team of the most highly qualified and experienced representatives on our contract Sales Representatives Team.

C. Number and location of support centers (if applicable) and location of corporate office.

Office Depot has approximately 65 sales offices located in the USA at the following locations. There are a few more Sales Representatives who operate from their homes in more remote locations and we do not publish those addresses.

State	City	Address	Zip Code
AL	Birmingham	124 Green Springs Highway	35209
AZ	Phoenix	602 South 63rd Avenue	85043
CA	Burbank	3500 W. Olive Ave., Ste 322,322a,322b&324	91505
CA	Menlo Park	1315 O'Brien Drive	94025
CA	San Francisco	303 Second Street, South Towner, Suite 450	94017
CA	San Diego	6170 Cornerstone Court East, Suite 180	92121
CA	Fremont	6700 Automall Parkway	94538
CA	Signal Hill	3366 East Willow Street	90755
CA	Sacramento	4720 Northgate Boulevard	95834
CA	Santa Rosa	1960 Santa Rosa Avenue	95407
CA	Irvine	2855 Michelle Drive	92606
CA	San Ramon	3000 Executive Parkway, Suite 175	94583
CO	Denver	4600 Havana Street	80239
CO	Denver	4690 Geneva St	80238
CT	Naugatuck	50 Rado Drive	06770
FL	Boca Raton – Corporate HQ	6600 North Military Trail	33496
FL	Tampa	1907 US Highway 301 N. Suite 190	33619
FL	Weston	2925 West Corporate Lakes Boulevard	33331
FL	Tallahassee	4300-2 West Tennessee Street	32395
FL	Orlando	1801 Cypress Lake Drive	32837
FL	Miramar	10004 Premier Parkway	33025
GA	Norcross	190 Technology Parkway	30092
HI	Hilo	280 Makaala Street	96720
HI	Lihue	3145 Oihana St	96766

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Hi	Kahului	80 S. Hana Highway	96732
IL	Chicago	300 West Hubbard Street, Suite 202	60654
IL	Carol Stream	515 Kehoe Blvd	60188
IL	Lombard	455 Eisenhower Lane South	60173
IL	Itasca	800 West Bryn Mawr	60143
IN	Clarksville	706 E LEWIS AND CLARK	47129
IN	Indianapolis	3233 N. Post Road	46226
KS	Edwardsville	2401 Midpoint Drive	66111
KY	Louisville	2700 Stanley Gault Parkway	40245
LA	Metairie	6851 Veterans Memorial Blvd.	70003
MA	Billerica	16 Progress Rd.	01821
MD	Columbia	6304 Woodside Court, Suite 6304-A	21046
ME	Caribou	84 Access Highway	04736
MI	Northville	17335 Haggerty Road	48168
MN	Plymouth	1105 Xenium Lane	55441
MN	Maple Grove	7500 Meridian Circle North	55369
MO	Manchester	79 National Way Shopping Center	63011
NC	Charlotte	8658 J. W. Clay Boulevard	28262
NE	Omaha	2809 South 125th Avenue, Suites 390 & 395	68144
NJ	Clifton	4 Brighton Road	07012
NM	Albuquerque	1409 Renaissance Boulevard, NE	87107
OH	Hamilton	4700 Mulhauser Road	45069
OH	Cleveland	3200 Euclid Avenue	44115
OR	Portland	3621 NW Yeon Avenue	97210
PA	Moon Township	200 Cherrington Corporate Center	15108
PA	Bristol	3001 Frost Rd.	19007
PA	Cranberry	250 W Kensinger	16066
TX	Fort Worth	14600 Trinity Boulevard, Suite 300	76155
TX	Houston	6225 West by Northwest Boulevard	77040
TX	Frisco	3880 Parkwood Blvd, Suite 406	75034
TX	Austin	9501 Amberglen Boulevard-Ste 100 & 200 & 150	78729
TX	El Paso	1313 George Dieter Drive, Unit B	79936
TX	Brownsville	585 East Morrison Road	78526
TX	Houston	1990 Post Oak Blvd.	77056
TX	Houston	1246 Silber Road	77055
UT	South Salt Lake City	300 West 2100 South	84115
VA	Bristol	380 Bonham Road	24201
VA	Chesapeake	520A Woodlake Circle	23320

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VA	Richmond	7870 Villa Park Drive	23228
WA	Kent	6805 S. 217th Street	98032
WA	Seattle	1016 1st Ave South, Suite 300	98134
WI	Brookfield	16085 West Bluemound Road	53005

Corporate Headquarters:
6600 North Military Trail
Boca Raton, FL 33496

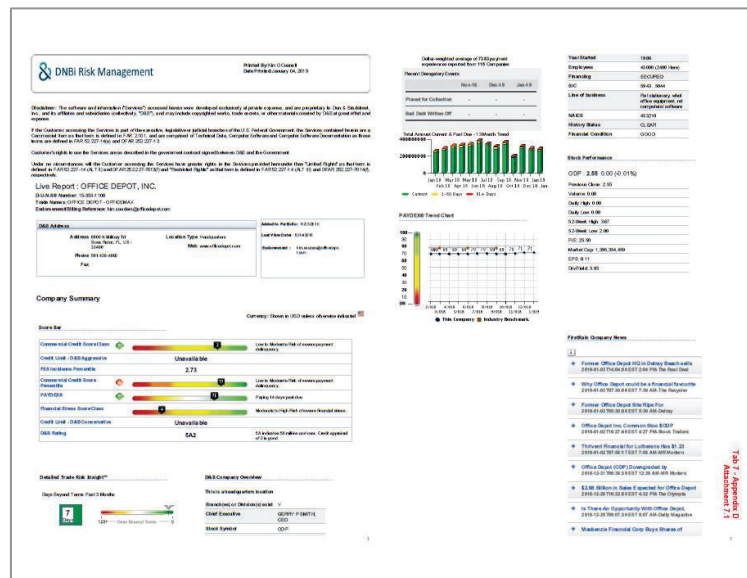
D. Annual sales for the three previous fiscal years.

Office Depot Gross Revenue Year	Amount in US Dollars
2017	\$10,240,000,000
2016	\$11,021,000,000
2015	\$11,727,000,000

E. Submit FEIN and Dunn & Bradstreet report.

Office Depot's FEIN is 59-2663954.

We have attached a recent Dunn & Bradstreet report as Attachment 7.1 at the end of this tab.



Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

F. Describe any green or environmental initiatives or policies.

Green Products

All green products are classified according to their environmental attributes and are assigned a Light, Mid or Dark Green shade. We have a dedicated section on the website for information, resources, and solutions that will guide you toward making environmentally-smart decisions.

Products classified as green possess, and are labeled with, at least one of the following environmental attributes:

Save Resources/Avoid Waste



Recycled – contains post-consumer and/or post-industrial recycled materials



Remanufactured – made from quality components of previously used products



Recycling Solutions – designed to make recycling simple and convenient



Designed For Recyclability – easily disassembled by you after use



Helps Avoid Waste – reduces or eliminates material waste and/or chemical use



Leadership Forestry – made with fibre from Forest Stewardship Council (FSC) certified forests or sourcing programs



Responsible Agriculture – source from farms that meet specific leadership standards



Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products



Compostable – made from materials that can quickly break down into organic matter (within commercial composting facilities)



Refills/Refillables – designed for continued use, helping avoid single-use disposables



Reusables and Avoid Disposables – designed to be used repeatedly, helping avoid single-use disposables



Rechargeable and Avoid Disposable – designed to be used repeatedly, helping avoid single-use disposables

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Save Energy Avoid Emissions



Energy Efficient/Helps Conserve Energy – designed to use less energy used by other products



Renewably Powered – designed to work without relying on an electric connection or disposable batteries



Made With Renewable Energy – manufactured using either solar, wind, geothermal or fuel cell energy



Carbon-Balanced – all or part of the carbon dioxide emissions have been calculated and offset with credible carbon offsets

Use Safer Chemicals/Avoid Exposure



Reduced Harsh Chemicals – made with fewer harsh chemicals, or safer chemicals than typical alternatives



Chlorine Free – unbleached or bleached with Process Chlorine Free (PCF) or Total Chlorine Free (TCF) methods



Plant-Based/Biobased Materials – made using tree-free agricultural products or by-products



Biodegradable in Water – safely breaks down in freshwater or marine environments after use

Providing our customers with green options and education is important to Office Depot. Our green programs are below, followed by details of a few of our programs that help enable customers to purchase greener.

Summary of Green Programs

Greener Purchasing Solutions:

- Office Depot GreenerOffice Rating – an industry first green rating system
- Green Book – an industry first, first published in 2003 and an all-virtual version debuted in 2016
- Greener Purchasing Program Guide – designed for customers interested in purchasing greener but not sure where to start
- Greener Office website with over 14,000 eco-conscious products
- Greener Alternatives Tool – Greener Alternatives report with greener choices

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- Green Select Cart – a web-based “Green Smart Cart” that helps end-users identify greener alternatives at the point of purchase
- Green Purchasing Policy Templates – prewritten best-practice greener purchasing policy templates that can be modified for your own initiatives

Greener Operations:

- GreenerOffice Delivery Service – an innovative and industry first, reusable tote and bag delivery program
- Recycling solutions – take back and fee-based recycling options for products
- Reusable promotional products
- Energy-saving power strips
- Water filtering solution
- Minimum Order Value Incentives

Green Reporting & Communication:

- Green Business Review – Our quarterly Green Business Review (GBR) shows purchasing baseline so we can discuss options for improvement
- LEED Credit Report – We support buildings pursuing LEED for Existing Buildings (EB) with pre- and post-performance period LEED EB Credit Reports
- Custom Green Spend Reports – Personalized reports uniquely suited for each customer’s need
- Paper calculator – We can help you understand the environmental footprint of your paper choices

Detail of Selected Programs

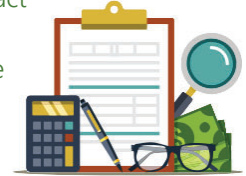
- *Green Product Assortment.* Office Depot was the first in our industry to introduce a “green” catalog called “The Green Book™” in 2003, which has been published every year since. Our overall green assortment from 2003 – 2018 on our website, catalogs and special orders has grown from 2,000 products to over 14,000. Additionally, we have a dedicated green storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.
- *Green Reporting.* You can’t manage what you don’t measure; hence the importance of green spend reports and tracking for our customers. We help customers evaluate their green spend at a glance with our Green Business Reviews (GBRs). This report shows your purchasing history according to the Office Depot GreenerOffice Rating system so customers can decide when and where to go greener.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

- *TreeUp Program:* Office Depot has teamed up with the Arbor Day Foundation to offer TreeUp — a simple program designed to help your organization reduce its impact on the environment and meet sustainability goals. Here's how it works:



1. We use a custom paper calculator to estimate the amount of wood used and carbon emissions created by your paper purchase.
2. You choose how you want to offset your environmental impact, through either planting trees or offsetting carbon.
3. The Arbor Day Foundation will either plant trees for \$1 per tree or offset carbon at a rate of \$7 per ton.
4. We provide you with an invoice from the Arbor Day Foundation for the trees planted or tons of carbon offset.



5. You will also receive a certificate highlighting your impact on our planet through tree planting and carbon offsets.

It's a straightforward approach to more sustainable paper purchasing. Talk to your Office Depot representative about planting trees and offsetting carbon through TreeUp today.

Sustainability Report

Office Depot has published a report since 2003 detailing our Environmental and Social Sustainability Programs and metrics. The 2018 version is viewable on our website at [Office Depot 2018 Sustainability Report](https://www.officedepot.com/fm/files/od/tiles/2018/week_26/sustainability_report_web.pdf?cm_sp=marketing--sustainabilityreport-viewreport--help-sustainability-report-main-4-0-0).

(https://www.officedepot.com/fm/files/od/tiles/2018/week_26/sustainability_report_web.pdf?cm_sp=marketing--sustainabilityreport-viewreport--help-sustainability-report-main-4-0-0)

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- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Office Depot provides a range of diversity programs for consideration by the Participating Agencies as described in H. immediately following. When selecting products from Tier 2 Diversity Suppliers there is no effect on the quoted pricing. When electing to involve a Tier 1 Diversity Partner there is usually a cost increase based on the discussions with the Partner. These increases can vary by region and by Diversity Partner and will be discussed during the negotiations with the selected Partner. Office Depot does not dictate those increases.

- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women-owned, small or disadvantaged, disabled veterans, etc.

Office Depot does not hold any historically underutilized business certifications; however, we offer the availability of our partnerships with numerous regionally located historically underutilized businesses certified by recognized agencies as applicable to each in all categories. These partnerships are Tier 1 diversity relationships and the participating public agency may choose which, if any, they wish to include in their relationship with Office Depot to meet their specific Diversity Goals.

Office Depot is committed to the economic development of the communities in which we work and live. This commitment is evident in our industry-leading multi-dimensional approach to small business development. Our Supplier Diversity Program assists diverse suppliers in building community, business, and customer relationships that inspire organizational growth and empowerment within every aspect of our business.

The goals of Office Depot's Supplier Diversity Program are to:

- Form strong partnerships with diverse suppliers.
- Pursue nationally certified diverse suppliers that reflect today's diverse global marketplace.
- Ensure that diverse suppliers are well represented in our product assortment and have an equal opportunity in our supplier selection process.
- Affiliate with national organizations such as the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA) as well as other organizations that share our



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goal of making a positive impact on economic development through supplier diversity.

- Effectively highlight the products of diverse suppliers in our national full-line catalog.
- Empower diverse suppliers to become self-sustaining providers of goods and services to our customers and us.

Office Depot is proud to offer the most comprehensive Supplier Diversity model of its kind. To give diverse suppliers the best opportunities to grow and prosper, we actively seek out promising diverse suppliers, which include: Certified minority, women, disabled, veteran, and small [SBA 8(a), SDB, and HUB Zone] enterprises to ensure equal opportunity in our supplier selection process.

Our Supplier Diversity team includes:

- Darryl Thomas, Director, Supplier Diversity
- Michael Barbee, Diversity Accounts Manager responsible for Tier I
- Alexandra Most, Principal Consultant Supplier Diversity Operation
- Tira Mann, Consultant, Supplier Diversity Strategy Operations
- Suzanne Lynch, Consultant, Supplier Diversity Strategy Operations
- Carmen Deale, Program Manager, Supplier Diversity Merchandising Tier II

Our program is made up of three dimensions: Tier I, Tier II (vendor diversity), and Supplier Diversity (indirect procurement). The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process:

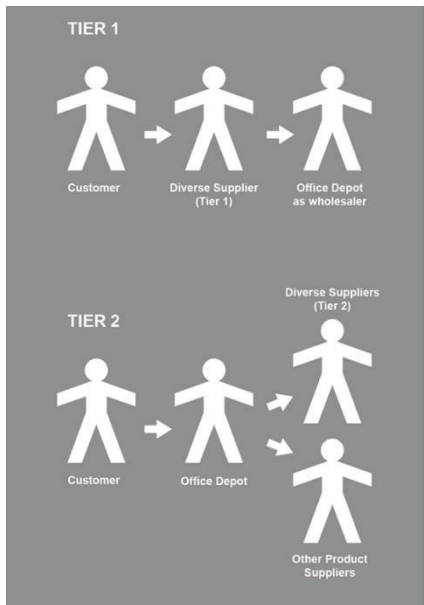
- Enhance capabilities of diverse suppliers
- Expand the capacity of diverse suppliers to compete more effectively
- Increase turnover of all diverse supplier products
- Leverage efforts with other corporations to create large-scale diverse supplier opportunities
- Increase market reach and density
- Increase purchases from diverse suppliers
- Reduce buying costs of doing business for all suppliers and vendors

Vendor Diversity (Tier II)

The Office Depot Vendor Development team is committed to satisfying our customers' needs and exceeding expectations by offering the highest quality products at the lowest delivered cost, while fulfilling their diversity purchasing needs.

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To support our commitment, the Office Depot vendor development process is organized into five key strategies. They include:



- Seeking out diverse suppliers through vendor fairs and tradeshows
- Offering diverse suppliers an equal opportunity in the vendor selection process
- Forming partnerships with diverse businesses and HUB member organizations including the National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA), and National Gay' & Lesbian Chamber of Commerce (NGLCC)
- Marketing diverse suppliers to provide them with national exposure through Office Depot's national catalogs, including our Diverse Supplier catalog, www.officedepot.com, business.officedepot.com, and various diversity magazines that focus on the business of diversity
- Empowering diverse suppliers by raising their capabilities and making them the best source from which to buy

The Office Depot Vendor Development team has officially been in place since December of 1999 and in that time has generated over \$3.5 billion in sales.

Supplier Diversity

The Office Depot Supplier Diversity team works to provide opportunities for qualified, competitive small businesses, and women- and minority-owned businesses. Examples of the team's achievements:

The Office Depot procurement team has participated with the NMSDC and WBENC in several capacities in the pursuit of advancing the supplier diversity initiative at Office Depot and within other corporations, including sitting on the Board of Directors of various local councils.

Diverse supplier sales in recent years have been:

2017:

- Tier 1 Sales for 2017 = \$170,819,000
- Total Tier II Sales for 2017 = \$284,000,000

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2016:

- Tier I Sales for 2016 = \$220,000,000
- Total Tier II Sales for 2016 = \$312,228,158

2015:

- Tier I Sales for 2015 = \$266 million
- Total Tier II Sales for 2015 = \$ 217 million

Tier I Reseller Program

The goal of the Office Depot Tier I Reseller program is committed to providing the following to interested customers. Office Depot is committed to:

- Developing an alternative growth vehicle that increases market share by providing:
 - Choice – The reseller network has many certifications available to customers to help them meet their diversity corporate goals.
 - Collaboration – The Office Depot Sales team, diversity reseller, and the customer work together and develop a program which meets everyone's goals.
 - Innovation – The diversity reseller uses a consultative approach to provide best practices, technology, and develops new solutions to support a customer's needs.
- Strengthening our position within minority, women, and small business segments
- Initiating job creation, economic, and business development in markets served
- Facilitating the establishment of new minority- and women-owned businesses

A prominent feature that sets the Office Depot Tier I program apart from our competitors is the mentor-protégé support we provide our partners. This benefit allows for training and development of our Tier I partners leading to their long-term growth and economic viability.

We combine world-class e-commerce, distribution, and product assortment capabilities to give Tier I partners a superior position in the marketplace and maximum opportunity for profitable growth. Office Depot provides product, order fulfillment, and a shared services package (customer service, sales, and marketing support, etc.) that benefits our Tier I partners with:

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- Brand association
- Purchasing power
- Efficient supply chain
- Marketing expertise
- Training expertise
- E-commerce platform
- Mentor-protégé support
- Customer Benefits



Our Tier I Reseller Program provides customers with a legitimate and viable solution to their supplier diversity needs. Tier I customers benefit from:

- Broader product assortment
- Easier order entry options
- Enhanced distribution capabilities
- Enhanced customer service
- MWDVE purchasing credit

I. Describe how supplier differentiates itself from its competitors.

Only at Office Depot

Office Depot's unique offerings bring unusual value to Participating Agencies in areas which may be highly important to those Members, providing them opportunities not available from other suppliers. These include:

- Certificates for trees planted or carbon offsets purchased in the Members name which they can post or publish under the TreeUp program based on purchasing thresholds of paper by the Member. Office Depot will purchase the trees or carbon offsets and provide the Member the Certificates. The Arbor Day Foundation TreeUp program is described in our sustainability program under 3.2.F.
- In-Store self-printing capability using Members Credit Cards enabling quick printing of small jobs in the Office Depot / OfficeMax Retail Store near you. Pay directly at the printer using your pre-registered card to receive your contract pricing and no waiting in line for a sales associate to help

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you. You can send the print job to a drop box and just enter the code at the printer, or you can bring the job with you on a flash drive. Most Stores have printers waiting for you. Large print jobs are best handled by the print specialist in each Store.

- A new group in Office Depot specializes in customer satisfaction. The emphasis is on Participating Agencies and their satisfaction is monitored by new tools and techniques that are highly sensitive to customer inputs and takes quick action in response to anything less than complete satisfaction.
- All Office Depot / OfficeMax Retail Stores offer all customers the opportunity to donate a portion of their total purchase value to a pre-registered local qualified school of their choice at the time of purchase (usually 5% with some restrictions). The donated funds are provided to the school on a periodic schedule in the form of credits for supplies purchases from Office Depot.

Office Depot's other main areas of distinction include:

- World-Class Reporting Capabilities
- Leading Diversity program with three-dimensional approach
- Benchmark Environmental program

Other key differentiators include:

- Largest portfolio of products and services in the industry with value-adds:
 - Janitorial & Breakroom Supplies
 - Single-Cup Coffee Program (K-Cups and Commercial Keurig Brewers)
 - Print-on-Demand
 - Virtual File Cabinet
 - Brand Identity
 - Managed Print Services
 - Promotional Products
 - National copy and print program for in-store use
 - Furniture
 - Over 200,000 technology products competitively priced
- Employee Discount Programs
- Office Depot stocks and buys more items directly than any supplier in the industry. This approach allows us to minimize the use of wholesalers and other middlemen that add cost to the sale price.

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- Distinctive, experienced Account Management and Implementation Teams that provide more on-site support and services.
- Customer Centric Business Reviews presented with cost savings and continuous improvement opportunities
- Well-Seasoned Customer Service team with a One-Call-Resolution process
- 26 U.S. Distribution Centers and a network of delivery points to provide local reliable next-day service
- Supply Chain Excellence with industry-leading inventory turns
- Single-order platform for all products and services
- World-Class Business Contract Website offering multiple features and cost savings benefits
- Unique customized solutions for your business that will stay flexible throughout the life of our agreement.
- Contract Compliance organization, which monitors all customer agreements. This shows Participating Agencies our commitment to total transparency in our pricing. We are the only major supplier that has developed this solution for our customers.
- Retail Synergy Program affords contract pricing to customers when shopping our 1,300+ stores throughout the U.S.

These combined resources will provide all Participating Agencies locations, from the Main Offices to the smallest location, a level of service that exceeds Member expectations.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Office Depot is a large, publicly traded company with many retail operations, which subjects it to legal proceedings and business litigation of many types. However, there are no pending legal proceedings or any pending business litigation that would affect Office Depot's ability to support our customers or affect our ability to meet the stated requirements in this RFP.

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- K. Felony Conviction Notice: Indicate if the supplier
- a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.

Office Depot is a publicly held corporation and this reporting requirement is not applicable.

- L. Describe any debarment or suspension actions taken against supplier

Office Depot is not subject to debarment or suspension actions to the best of our knowledge.

3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier.

With 30 years of experience partnering with local government and school districts, Office Depot continues to evolve our portfolio. We continue as your trusted supply partner, but we recognize that modern supplies are beyond tradition. Therefore, Office Depot invests in partners and resources to best identify and offer a new spectrum of supply curations and solutions. From tools to tech to interiors to healthy school solutions; our goal is to offer "modern supplies" and services that best drive our belief in high-quality teaching, learning, and business frameworks. With this, we look forward to our work with Region 4 and a future of empowering modern districts and learners across the country.

True to our mission of helping our customers work better, Office Depot has invested in understanding the challenges of working in the modern Education landscape. Our organization continues to expand and refine our services to Education through our Commitment to Learning™ initiatives! To do this better, we have established an internal professional learning community including prior educators who work as "voice of educator" with our business teams. In this, Office Depot is better equipped to listen and understand key educational insights to best support the work of learners and educators across the country.

As a full-service supply company, a national furniture dealer (Workspace Interiors by Office Depot™), and with recent investment in our innovative technology company CompuCom™ we are proud to share a full spectrum of modern, relevant, and holistic services. Below you will find the full spectrum and explanation of our K-12 offerings: Healthy Schools, Modern Learning Resources, Services, and of course supplies!

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Paper

Office Depot has aligned ourselves with the largest copy paper suppliers in North America to best support our customers and distribution centers. Our primary partners, being Boise & Domtar, who have been Office Depot's vendors of choice for years. By funneling as much business as possible through these resources, we have lowered the cost-to-serve for Office Depot and have become the single largest paper buyer for this supplier. In fact, Office Depot is one of the largest buyers of paper in the world today. This guarantees us aggressive pricing in the market, which in turn we pass on to our Region 4 members.

Our strategic relationships have also improved the efficiency of our supply chain and have allowed for more accurate forecasting of our purchases. As a result, the flow of goods is much smoother for our vendors, without the peaks, valleys and spot buys of the past leading to consistent access for School operations. Our vendor relationships allow us to provide bulk buy paper solutions to include pallet and truckload pricing on select cut-sheet papers.

Due to the volatility of the paper market, we have no formal written agreement with any of our paper suppliers. We will continue to react as the market changes and work to offer Region 4 members the most advantageous cost in the bid process. Our strategic relationships and large volume will work in our favor when the paper market changes. With our partnerships securely in place, we will be assured steady shipments of goods when other suppliers may be struggling.

Office Depot offers many recycled paper solutions and has several enhancements to its branded lineup of copy, inkjet and laser papers that may be of interest to Region 4 members. Office Depot also offers 100% recycled Office Depot paper and Domtar FSC Earth choice paper.

Office Depot's enhanced branded offerings consist of the following papers: Premium White Copy Paper, Premium Enviro Copy Recycled Copy Paper, Platinum Super White Copy Paper, Premium Inkjet Paper, Premium Laser Paper, Platinum Color Inkjet Paper, Platinum Color Laser Paper, and Platinum Color Copy Paper.

Approximately 90% of the cut-sheet papers sold by Office Depot is certified by one of the four main responsible forestry certification standards, CSA, FSC, PEFC or SFI.

Non-Cut Sheet Paper Solutions: Office Depot offers over 1,000 non-cut sheet paper products in the Green Book.

Office Depot introduced Office Depot Green, a line of products including paper, that is designed to be very Green with environmentally friendly packaging and high recycled content in the product and packaging.

Increased Recycled Content: Perhaps the most noteworthy change in the Office Depot lineup concern environmental performance is that all red top copy paper is 0% PCW and the Green top copy paper is currently at 30%.

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Additionally, all Office Depot brand paper is now elemental chlorine free, employing an advanced brightening process to reduce pollution while enabling the production of bright, white paper.

Toner

Office Depot sells more ink and toner worldwide than any other reseller. We use this buying power as leverage to acquire the best volume discounts, as well as promotional support to drive down costs and increase sales in the category. We typically order in pallet and/or truckload quantity, allowing us to have the lowest unit price. Office Depot has a low-cost structure for receiving, picking, packing and delivering product to the end user.

Office Depot offers both OEM, remanufactured, and third-party OEM toner products. We offer a comprehensive toner reference in both our hard copy and online catalogs. Our print catalog clearly identifies whether an item is OEM, remanufactured, or third-party OEM and provides both the manufacturer and the manufacturer's part number.

Our website identifies product descriptions, toner yields, and the status of the toner cartridge as either OEM, remanufactured, or third-party OEM.

Office Depot branded cartridges are an important way for customers to save procurement dollars while maintaining the same quality as OEM products:

Quality: Independent industry experts regularly test Office Depot brand cartridges. Our cartridges provide print quality and page yield equal to the National brands.

Remanufactured – Not Refilled: The plastic core of the ink and toner cartridges is refurbished while ALL critical components are replaced or refurbished and 100% post-production tested.

IT peripherals

Office Depot, Inc. is a highly qualified vendor for Technology Products, Services, and Solutions. We can accommodate a nationwide demand for product/services and fulfill the obligations for our customers nationwide. Office Depot, Inc. will provide the products and associated services offered in this RFP response. Therefore, Office Depot, Inc. hereby offers our complete catalog of products and services, including but not limited to the following categories:

Computer Hardware

Servers, Desktops, Notebooks, Laptops, Tablets

Computers have become an absolutely essential aspect of our everyday life. Whether it's a desktop computer, a lightweight laptop/notebook, or a touch-tablet, there is a device to fit all needs. Not only has the personal style of computers changed, but the processing power of these machines has consistently advanced under a 'doubling effect' (known as Moore's Law).



Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)



The K-12 space has experienced some of the most significant impacts. Environments consisting of a single teacher operating a single desktop quickly morphed into an entire computer lab environment, augmenting the actual curriculum to include 'computer training' like any other field of study. Fast forward to the modern age and computers 'as a field of study' have shifted to computers 'as a learning tool.' 1-to-1 and BYOD environments are now a standard for the modern classroom, and the advent of the Chromebook Android devices is propelling us toward an Internet-based learning space.

Technology and its components are a universal language; all entities and organizations within all vertical segments depend on being communication, research, and collaboration. Behind the scenes of every user-device (or 'client') is the device that manages them; the server. Servers are the backbone of the client device and are available in a wide variety of forms factors and functionalities. Tower, rack or blade designs can be infused with remote, power or safety management features, all of which make it possible to manage a network, share files across the user-spectrum, manage resource access rights, send/receive email, host a website, manage a cloud environment, or simply maintain smooth print management.



Office Depot, Inc. has strategic relationships with the top market leaders in the computer systems industry. Our Technology Solutions professionals are trained and expertly positioned to meet the needs and demands of the modern-age Public Sector organization.

School equipment

Learning is now student driven and active. To best accommodate modern learning, environments today transcend the confines of the traditional "classroom". Office Depot has curated a variety of modern environment concepts. These concepts, designed by Office Depot with insights from our education team and feedback from our educator partners across the country, reflect common modern learning trends.

Office Depot provides complete classroom furniture solutions. Whether the need is centered on matching and expanding existing facilities or providing new progressive classroom solutions, Office Depot has products to meet your style and budgetary requirements to furnish the needs of your Participating Schools. We offer an in-stock program for those times that you just can't wait, along with quick-ship options and custom capabilities. We also offer Modern Learning Concepts that are aligned with instructional practices for modern learners. Our goal is to free up your time for the learning/teaching environment while we take care of your planning, design, and furnishing requirements at contract value pricing.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Office Depot proposes to provide products and services offered to all 50 USA States and to the territory of Puerto Rico.

Office Depot operates a Business-to-Business Delivery Network that allows us to maintain a local, regional, and national presence. Our delivery network consists of our own trucks, UPS, and contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage.

Office Depot fills and delivers over 100,000 deliveries a day with an on-time delivery rate of 99% based on reconciled manifests. That accuracy is possible because we have a fully integrated warehousing system and operate our own coast-to-coast distribution and delivery network.

Office Depot has the latest order cutoff times in our industry. Orders placed on a business day for in-stock items will be delivered on the promised next delivery schedule for the ship-to location (usually next business day) and the times vary depending on the ordering channel used:

- Online website ordering, 5:00 PM local time
- EDI ordering, 6:00 PM local time
- Toll-free telephone ordering 5:00 PM local time
- Fax and email orders, 3:00 PM Eastern Time
- Mail orders, 3:00 PM Eastern Time
- Your authorized buyers can purchase items in an Office Depot or OfficeMax retail store at contract prices any time the store is open

- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Office Depot, without obtaining written consent from Customer, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Office Depot, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.

Office Depot uses our own vehicles and dedicated third-party carriers for most of our outsourced deliveries. Several of these carriers have worked with us for 10 years or more. Our primary dedicated third-party carriers are:

- Exel Logistics / DHL
- Cardinal Logistics

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

- Dynamex Inc.
- Hazen Transport
- Courier Express
- First Choice
- Elite
- Alpha Logistics
- Eagle One
- Capital
- DPX
- Lasership

All dedicated carriers are required to:

- Wear co-branded uniforms
- Use co-branded trucks
- Use Office Depot's GPS Tracking on all deliveries. GPS Tracking Includes:
- Wireless 2-way communication
- Package scanning (to truck and to customer)
- Real-time "proof-of-delivery" tracking (signature and time stamp)
- Real-time GPS tracking and monitoring
- Real-time updated forecast of probable delivery window
- Maintain a 99.5 on-time delivery percentage
- Run routes as scheduled by Office Depot via RoadNet

Office Depot tracks and monitors all third-party dedicated routes on a real-time basis in a centralized dispatch office. We track and monitor routes in order to proactively address any delivery issues.

Office Depot also contracts with several regional carriers for less dense routes where it is more cost effective to load share with other packages. These carriers are not co-branded on their trucks or their uniforms but are still responsible to provide Office Depot's world-class service. These providers include:

- Kruse
- Priority
- Dunham
- Valley Courier

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Office Depot uses UPS for small orders on less dense routes. Often, although not always, the UPS tracking number shows on the Office Depot order tracking screen and you can locate your shipment if it is in the UPS system, just like you can locate shipments that show in Office Depot's GPS tracking system.

- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Office Depot owns and operates a nationwide network of 26 Distribution Centers (warehouses) for customer delivery. Our distribution centers have a state-of-the-art Warehousing System. We offer next business day delivery in most delivery areas and a goal of high fill rates. Our distribution centers are in the following cities across the United States.

Office Depot Distribution Center Locations	
Anchorage DS #557 201 E 6TH Avenue, Anchorage, AK 99501	Fairbanks DS #6466 24 College Road Fairbanks, AK 99701
Seattle (Kent) DC #1078 6805 South 217 th Street Kent, WA 98032	Juneau DS #6858 8745 Glacier Highway #103 Juneau, AK 99801
Dallas (Grand Prairie) DC #1079 2220 North Highway 360 Grand Prairie, TX 75050	Chicago (Itasca) DC #6869 800 W Bryn Mawr Avenue Itasca, IL 60143
Denver DC #1080 4600 Havana Street Denver, CO 80239	Bristol DC #6871 3001 Frost Road Bristol, PA 19007
Houston DC #1127 6225 West by Northwest Boulevard Houston, TX 77040	Orlando DC #6876 1801 Cypress Lake Drive Orlando, FL 32837
Fremont DC #1135 6700 Automall Parkway Fremont, CA 94538	Columbus DC #6877 1331 Boltonfield Street Columbus, OH 43228
Ft. Lauderdale (Weston) DC #1165 2925 West Corporate Lake Boulevard Weston, FL 33331	Portland DC #6881 125 Industrial Way Portland, ME 04103
Cincinnati DC #1170 4700 Mulhauser Road Hamilton, OH 45011	Waipahu DC #96797 94-1489 Moaniani Street Waipahu, HI 96797
Atlanta (Buford) DC #1214 2500 Mill Center Parkway Buford, GA 30518	Hilo DC #6888 280 Maka'ala Street Hilo, HI 96720

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Phoenix DC #5101 602 South 63 rd Avenue Phoenix, AZ 85043	Lihue DC #6889 3145 Oiahana Street Lihue, HI 96766
Los Angeles (Signal Hill) DC #5125 3366 East Willow Street Signal Hill, CA 90755	Kahului DC #6890 80 South Hana Highway Kahului, HI 96732
Newville DC #5910 950 Centerville Road Newville, PA 17241	Carolina DC #6891 887 Km 3.0 Barrio San Anton Carolina, PR 00984

DC = Distribution Center

DS = Delivery Store

Corporate Headquarters:
6600 North Military Trail
Boca Raton, FL 33496

Office Depot operates more than 1,300 Office Depot and OfficeMax Retail Stores in the USA which will provide Participating Agencies products and services at the contracted prices upon presentation of a pre-registered Credit Card at the time of purchase.

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3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as suppliers primary go to market strategy for Public Agencies to supplier'
- as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

Upon award of the contract Office Depot has a detailed ninety-day plan with our go-to-market strategy to implement the Master Agreement as a supplier and make Public Agencies aware of the contract award.

Office Depot has implemented new tools for Sales reps to access collateral and sales related materials. The new system, called Seismic, will allow sales reps to easily locate and send, via e-mail, contract related collateral as well as offers and sales materials.

Sales reps will be made aware of the contract award through corporate announcements, conference calls, e-mail announcements, and Regional sales meetings.

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Office Depot will involve executive leadership to endorse the award of the contract and communicate to the entire sales team the go-to-market strategy within the first 10 days of the contract.

- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Office Depot will begin training and education of the sales force within the first 90 days by utilizing SKYPE meetings, conference calls, regional meetings, and Corporate communications and announcements and our new collateral management system, called Seismic. Seismic will allow training materials to be accessible to all field reps at any time needed, thus furthering the reach of the training materials.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Upon award of the contract Office Depot has a detailed ninety-day plan to market the contract to all participating Public Agencies, both existing agencies as well as customers who are not yet cooperative

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members. Office Depot has implemented new tools for Public Sector reps to access collateral and sales related materials.

The new system, called Seismic, will allow sales reps to easily locate and send out contract related collateral as well as offers and sales materials to both new and perspective customers. Please see our proposed 90 day plan under 3.3.B.viii.

i. Creation and distribution of a co-branded press release to trade publications

Office Depot will create a press release with quotes from OMNIA/Region 4 ESC and Office Depot executives announcing the contract and highlighting benefits of the partnership. Office Depot will create and distribute a co-branded press release both internally and to trade publications – including, but not limited to, American City & County, Government Procurement, etc.

ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days.

Within 90 days of contract award the contract information and details will be available in the business.officedepot.com website.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Office Depot is committed to providing our sales teams with the tools they need to successfully communicate the values of this contract upon award. Our marketing team has developed a robust plan to ensure we deliver these elements.

To better serve reps ability to search, locate and send collateral to new and perspective customers a new system for collateral management has been adopted by Office Depot. Seismic, the new collateral management system, has expanded search capabilities and will allow materials to be sent via e-mail directly from Salesforce – out CRM system.

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- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Office Depot is committed to supporting OMNIA Partners at all national events, including the NIGP Annual Forum, NPI Conference, etc., as well as Regional Events including Chapter Meetings, Regional Summits, etc.

Office Depot has already committed to our NIGP Sponsorship and our place at the NIGP Annual Forum in August.

Additionally, we support the OMNIA/Region 4 ESC Teacher and Principal recognition events through direct sponsorship and supplying give-way items for the teachers and principals who attend the events.

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Office Depot has already committed to participate in the NIGP Annual Forum and has selected our booth space, which will be staffed by Office Depot representatives including support from Marketing and local area sales representatives.

As in the past Office Depot will assist with promotion and marketing efforts for the Forum including advertising in trade publications as well as direct support for the sponsor lounge and other projects as directed by OMNIA Partners. In the past we have provided technical assistance with the sponsor lounge, involving our vendors to supply monitors, etc.

Office Depot historically has procured a 20x20 booth at the NIGP Forum, served refreshments in the booth, and provided games and give away items for the show attendees. Our booth continues to be one of the most popular at the show.

Office Depot also attends Business Council events at the NIGP Forum including panel discussions and planning meetings.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Arrangements are already in place for advertising in trade publications to support the contract throughout various terms of the agreement. Additional advertising will be purchased to support various

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marketing efforts in conjunction with OMNIA Partners. These publications include, for example, American City & County and Government Procurement.

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Office Depot is committed to providing our sales teams with ongoing marketing and promotional materials to support the contract throughout its term. Throughout the term of the agreement collateral pieces will be newly designed to support initiatives and updated to continue the support of existing programs. All collateral will be presented to OMNIA Partners for approval before distribution. Our new collateral management system, Seismic, will be key in allowing sales reps unhindered access to presentations and promotional materials, as well as an efficient way to send to customers directly from Salesforce, our standard CRM tool.

In 2018 a newly designed collateral piece was designed specifically for rural school districts and co-branded with National IPA. This is but one example of the collateral that will be produced and co-branded with OMNIA Partners to further the contract adoption. Please see the marketing calendar for the first 12 contract months under 3.3.B.viii.

- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Office Depot agrees to provide a dedicated OMNIA Partners web-based home page on our website similar to the current page we provide on <http://www.officedepot.com> for the TCPN homepage. See a draft mock-up following. We will use a logo that you have pre-approved and it will include all of the items listed under viii. above, as requested.

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1/16/2019
The Cooperative Purchase Network & Office Depot



Login

Request an Account
About Us
Industry Solutions
 Small and Medium Business
 Large Business Enterprise
 Education
 Government
 Healthcare
Shop Products
 Technology
 Office Supplies
 Cleaning
 Breakroom
 Furniture
Services and Solutions
 Green Solutions
 Interiors Services
 Water Services
 Tech Services
 Managed Print Services
 Coffee Services
 Shredding Services
 Print Services
Sustainability Programs
 Supplier Diversity Programs
 Environmental Programs
 Office Depot Foundation





Region 4 ESC® BENEFITS

- Set specific spending limits for your account
- Ensure quick, efficient order delivery
- Give smaller agencies equal purchasing power
- Help you implement best business practices
- Provide expert advice on choosing the latest tech



LET'S GET YOU STARTED
We'll analyze your business needs and design a Custom Solutions Plan that will impact your workplace and your bottom line.

- Essential supplies at competitive prices
- Innovative business solutions
- Environmental sustainability



GOVERNMENT & EDUCATION
As your one-stop resource, we can offer even more savings & convenience on a wide range of products & services, including:

- Office & Educational Supplies
- Copy & Print / Managed Print Services
- Janitorial & Breakroom Supplies plus much more



GO GREENER
Office Depot® supports sustainability and offers a selection of products that help you purchase greener products.

Products and Services Include:

- Over 10,000 items with green attributes
- Programs to substitute greener products where available

Provide your information, and we'll contact you to get started.

First Name

Last Name

Phone

email@domain.com

Business Name

Zip Code

Number of Employees ▼

Submit

Videos

Mockup of the proposed OMNIA / Region 4 ESC page on Office Depot's website with all the elements required in paragraph viii above.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Office Depot 90 Day Plan	Week #											
	1	2	3	4	5	6	7	8	9	10	11	12
Implementation	WE 5/4/19	WE 5/11/19	WE 5/18/19	WE 5/25/19	WE 6/1/19	WE 6/8/19	WE 6/15/19	WE 6/22/19	WE 6/29/19	WE 7/6/19	WE 7/13/19	WE 7/20/2019
Write and distribute co-branded press release to trade publications, including posting to Seismic (Office Depot collateral platform)												
Update sales presentation to include new terms and benefits of renewed contract												
Training sessions (via Skype) to sales organization, sessions to include executive participation												
Update business.officedepot.com, internal Office Depot SharePoint site and OneDrive locations with new contract information/changes and logo												
Reminder communication for reps to contact Public Sector customers they call upon and review contract												
Involve OMNIA/National IPA/Region 4 staff in follow up conference calls in key markets												
Encourage customers in Public Sector to join OMNIA/National IPA or review benefits if not already members during sales calls												
Provide co-branded collateral, and case studies, to ensure customers understand the importance of moving to the new program												
Message from executive leadership to reiterate the importance of the OMNIA/National IPA/Region 4 ESC relationship												
Bulletin Board messages for all existing cooperative customers reminding them of benefits												
Partner with OMNIA/National IPA staff to introduce Office Depot sales team to key existing National IPA customers												
Co-branded marketing piece in publications such as GovPro and City & County												
Quarterly Offers from Vendors to support Region 4 ESC sales efforts	Current Contract					New Contract Launch						
Attendance at NIGP Forum - Booth has been reserved												8/19/19

During contract implementation Office Depot will use this 90 day calendar to ensure the described events occur as required. We will be pleased to consider adjustments based on discussions with OMNIA Partners.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Office Depot Marketing Calendar	Month of											
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
Quarterly Promotions & Offers												
Quarter 1												
Quarter 2												
Quarter 3												
Quarter 4												
Product Category Focused Events												
Janitorial K-12 and Higher Ed Virtual Tour												
2019 Back to School Campaigns												
Trade Shows												
NIGP Forum 2019, Austin, TX												
NAEP Annual Meeting, Kansas City, MO												
NAEP Regional Meetings - Fall												
2019 Regional Summits												
New York												
San Diego, CA												
Minnesota												
Atlanta, GA												
Chicago area, IL												
Dallas, TX												

This is the proposed Office Depot Marketing Calendar for the first 12 months of an awarded contract from OMNIA / Region 4 ESC.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Office Depot has developed a comprehensive cooperative portfolio to allow public agencies to utilize cooperative contracting that most aligns with their current methodologies, geographical regions, segment alignment, and procurement initiatives. In developing this portfolio, Office Depot has utilized a limited number of cooperative partners. Today, Office Depot's primary cooperative partner is OMNIA Partners, having been awarded nine (9) contracts with which both organizations actively promote to provide value to the agencies they serve. Office Depot continues and will continue to serve public sector agencies using the "best fit" methodology, which may include National & Regional cooperative contracts as well as providing stand-alone contracting solutions for those agencies that need/require this contracting method. Office Depot has fully embraced and will continue to embrace cooperative contracting as a meaningful procurement solution for public agencies.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Below is Office Depot's current National Cooperative portfolio.

Cooperative / State Agency	Discount Offered	Expires
Region 4 ESC - OMNIA Partners - Janitorial Supplies - R162102	Fixed Pricing	2/28/2023
Region 4 ESC - OMNIA Partners - Technology Supplies - R160204	Discount by Category	8/1/2021
Region 4 ESC - OMNIA Partners - School Supplies - R141605	Fixed Pricing	2/28/2020
Region 4 ESC - OMNIA Partners - Office Supplies - R141703	Fixed Pricing	2/28/2020
Region 4 ESC - OMNIA Partners - Furniture & Installation - R142212	Fixed Pricing (Catalog) Discount by Category (Special Order)	5/1/2020
Region 4 ESC - OMNIA Partners - Managed Print Solutions - R171404	Fixed Pricing	2/28/2023
City of Tamarac - OMNIA Partners - Office & School Supplies	Discount by Category	10/18/2019
State of Florida - OMNIA Partners - Office Supplies	Discount by Category	4/17/2027
Oregon State University - OMNIA Partners - Office Supplies & Furniture	Fixed Pricing (&) Discount by Category	12/31/2023
State of Oregon - NASPO-ValuePoint - Office Supplies	Discount by Category	1/4/2023
Oakland County, MI - America Saves - Office & School Supplies	Fixed Pricing (&) Web Less by Catalog	9/24/2025

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Office Depot agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo(s) in marketing communication and promotions within the logo guidelines we will specify. We agree that our use of the OMNIA Partners logo will only be done with your permission.

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- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract

Office Depot acknowledges and agrees to E. within the terms of our final agreement.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts

Immediate mobilization of Office Depot cross-functional departments responsible for the successful launch and support of the new program will include:

Sales Training

Office Depot's dedicated team of Cooperative Contract National Account Managers will be responsible for the implementation of the OMNIA Region 4 ESC Contract. This dedicated team of seven (7) people will work closely with our local sales representatives as well as our inside sales representatives, ensuring that all teams are properly trained to service customers participating in the OMNIA Region 4 ESC office supplies program. Training will include webinars highlighting the details of the program and positioning of the OMNIA Region 4 ESC office supplies offer. Sales team training is a continuous process commencing with the contract implementation and continuing through the term of the contract including any renewals and extensions. All appropriate Sales Representatives are trained in special sessions or during the weekly regional sales meetings by the dedicated Cooperative National Sales Account Managers. All mutually agreed special promotions and programs will be introduced during these meetings and all local Account Managers will be provided the necessary Sales Sheets and other promotional material appropriate for their customer base.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Executive Support

Steve Calkins



- President; BSD Contract Sales
- 12+ Years w/ Office Depot
- JD – University of South Carolina | BA – Michigan State University
- (561) 438-7512 | steve.calkins@officedepot.com
- Manages the company's business to business and government contract sales group.

Tom Riccio



- Sr. Vice President; Strategic Partnerships
- 15+ Years w/ Office Depot
- BS – Iona College
- (407) 284-0131 | thomas.riccio@officedepot.com
- Responsible for the retention and acquisition of Public-Sector sales along with the private sector in the \$1M+ segment. Experience and oversight for Public Sector Cooperatives, Healthcare GPO's, Buying Groups and Tier 1 Sales.

Susan Cummings



- Vice President; Public Sector
- 9+ Years w/ Office Depot
- BA – Spring Arbor University
- (248) 961-2440 | susan.cummings@officedepot.com
- Develop strategies and tactics to support the field sales team and create value for our Public-Sector customers. Work cross-functionally to make sure all departments within Office Depot are aligned and supporting the partnership goals and objectives.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

ii. Marketing

Marketing

Sharon Bobowski



- Senior Manager - Marketing
- 8+ Years w/ Office Depot
- MBA – Lynn University (Marketing & Finance)
- (561) 438-4421 | sharon.bobowski@officedepot.com
 - Manage team of public sector marketing analysts. Leveraging expertise in strategic planning, process improvement, analytics and metric reporting to drive performance and add value and insights for our OMNIA partner contract relationships.

Charles Kasprzak



- Senior Marketing Analyst
- 14+ Years w/ Office Depot
- BBA – Florida Atlantic University
- (561) 438-2906 | charles.kasprzak@officedepot.com
- Support Marketing strategies and annual operating plans by working with GPO / Co-Op partners and field sales leaders. Works closely with the Creative team to build marketing materials and supporting collateral. Engage with merchants and vendors to develop collateral for adjacency sales. Supports Marketing efforts for “Federation” members – recent office supply company acquisitions by Office Depot.

Carla Fulmore



- Senior Marketing Analyst
- 12+ Years w/ Office Depot
- MBA – Florida International University
- (561) 438-4904 | Carla.fulmore@officedepot.com
- Responsible for developing and implementing the K-12 marketing strategy. Manages K-12 Association sponsorships and partnerships. Coordinates local campaigns, community initiatives, and seasonal BTS events

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iii. Sales

Sales Team

Valya Broyer



- Director – Strategic Partnerships
- 30+ Years w/ Office Depot
- (303) 704-8107 | valya.broyer@officedepot.com
- Cultivate and manage the OMNIA partnership to increase organizational engagement and grow the cooperative portfolio.

Pam Pedler



- Director – Public Sector Partnerships
- 20+ Years with Office Depot
- BS - Russell Sage College – Troy NY
- (860) 883-9281 | pam.pedler@officedepot.com
- Assist in the growth of all public sector program; my team works with K12 customers and prospects to implement new programs, for example – Drone and Drone Curriculum Program

Nancy Davis



- National Program Manager, Public Sector – Region 4 ESC contract portfolio
- 25+ Years w/ Office Depot
- BS – University of Nebraska (Lincoln)
- (602) 317-5257 | nancy.davis@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a primary focus on the Region 4 ESC contract portfolio. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

Billy Grimmatt



- Program Manager, Public Sector Education, and Government
- 21+ Years w/ Office Depot
- BS – East Carolina University
- (682) 225-0423 | billy.grimmatt@officedepot.com
- Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners with a focus on the City of Tamarac and Region 4 contracts.

Paul Martorella



- Program Manager, Public Sector Education, and Government
- 37+ Years w/ Office Depot
- Long Beach Poly High School / Long Beach City College
- (562) 810-8270 | paul.martorella@officedepot.com
- Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners & Region 4 contracts.

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Jennifer Jimenez



- National Program Manager, Public Sector
- 7+ Years w/ Office Depot
- BS – San Jose State University
- (408) 603-9011 | jennifer.jimenez@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a focus on the Region 4 ESC & Oregon State University contracts. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

John T. Saunders



- National Program Manager, Public Sector
- 7+ Years w/ Office Depot
- BS – Michigan State University
- (248) 497-6855 | john.saunders@officedepot.com
- Responsible for the cultivation & management of public sector cooperative contracts; supporting the Midwest Region sales teams.

Frank Zarrillo



- K-12 Program Manager
- 15+ Years industry experience
- BA – Rowan University
- United States Marine Core – 3 years service
- (908) 894-0556 | frank.zarrillo@officedepot.com
- Drive growth initiatives within K-12 districts by working closely with Senior Administrators on their strategic plan.

iv. Sales Support

Sales Support

Andrea (Turner) Konopacki



- Lead Consultant, Growth Strategy
- 7+ Years w/ Office Depot
- BA – University of North Florida
- (561) 755-2621 | andrea.turner@officedepot.com
- Dynamic growth public sector strategist with a passion for elevating business models, customer engagement, and bottom line results

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Diane Turley

- Global Service Consultant
- 14+ Years w/ Office Depot
- BA – University of Texas (Arlington)
- (817) 475-2079 | diane.turley@officedepot.com
- Responsible for supporting the OMNIA partner contracts and clients.

v. Financial Reporting

Financial Reporting



Francine Staton

- Lead Regional Performance Consultant – Public Sector
- 13+ Years w/ Office Depot
- MBA – Louisiana State University (Shreveport) / BS – St. Martins University
- (253) 693-8582 | francine.staton@officedepot.com
- Manage and maintain contract pricing, reporting, and administration. Work with supply chain team to ensure customer needs are met.



Alfredo Rodriguez

- Senior Rebate / Financial Analyst
- 4+ Years w/ Office Depot
- BA – Physics / University of Florida
- (561) 438-4414 | alfredo.rodriguez@officedepot.com
- Manage financial reporting for named contracts and partnerships. Manages contractual reporting cadence for the Region 4 ESC Contract portfolio.

vi. Accounts Payable

Accounts Payable



Accounts Payable Team

- Hours of Operation: 8 am – 5 pm Eastern
- Location: Office Depot Corporate Headquarters
- (844) 259-9131
- Two groups in Accounts Payable provide support to our Vendors. The AP Rep group provides support for Expense Vendors. The AP Tech group provides support for Merchandise Vendors.

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vii. Contracts

Contracts & Contract Compliance

Nancy Davis



- National Program Manager, Public Sector – Region 4 ESC contract portfolio
- 25+ Years w/ Office Depot
- BS – University of Nebraska (Lincoln)
- (602) 317-5257 | nancy.davis@officedepot.com
- Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a primary focus on the Region 4 ESC contract portfolio. Foster dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.

Jean P. Davis



- Sr. Consultant Sales Contract BSD, Pricing Compliance
- 20+ Years w/ Office Depot
- Chesapeake College – Paralegal Studies
- (443) 889-7670 | jean.davis@officedepot.com
- Manage and maintain contract & pricing compliance. Works directly with the selling organization to provide structure and compliance for the various levers within the contract. Serves as a liaison between the legal department, sales, and the client.

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Office Depot recognizes that an important aspect of a successful relationship is ensuring consistent fanatical customer service. That is why we have divided our Business Services Division (BSD) team into two regions across the U.S., with our Boca Raton, Florida based corporate headquarters as the operations site for BSD Program Support Services and the national Help Desk. Our team consists of over 50 field-based Strategic Business Development Managers (BDM's) and Strategic Account Managers (SAM's) available to give your business the personal attention it needs.



Furthermore, as an Office Depot BSD customer, we will assign a Strategic Business Development Manager to help you develop strategic business solutions. He or she will work to understand your business needs and craft effective solutions to help reach your goals. The extra benefits that come from doing business with us are why many companies choose Office Depot. Just consider what we have to offer you.

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Field Account Management Team

We have over 1,500 Sales Representatives to help design an office supply-buying program to meet your business requirements. This is better than any other supplier who can help provide local support for your corporate initiatives and mold the design of an office supply-buying program to meet your business requirements. In addition, we have over 1,300 Customer Service Representatives, 50+ sales offices and 26 distribution warehouses/delivery stores nationwide to support our national account program.

Onsite Field Support and Education

We will provide each office with ongoing, cost-effective analysis of the products purchased and recommendations of the best assortment based on your buying trends. In addition, your end-users will receive our BSD Internet User's Guide, a professional training guide with step-by-step instructions that supports both our direct ordering customers and punchout systems.

Your account team will help Member locations improve efficiencies and lower costs through customer education shows, product knowledge events, and other educational seminars for BSD customers. Also, we offer Business Reviews to ensure the right products are being ordered for the Member's organization, that costs are minimized, recycled or MWDVE spend rates are on target, and value-added services are being provided.

State-of-the-Art Technology

We offer demand management to help Participating Agencies purchase best value products by electronically routing purchases of items that are a better value. We also offer a solution-oriented eProcurement platform, using third-party software systems such as Ariba, Commerce One, and Oracle that profile and maintain ordering channels of your account. Other customer offerings include customized billing, EDI mapping, and other electronic solutions.

The Office Depot Executive in charge of this program is:

Susan Cummings
Vice President, Strategy Solutions, K-12, Federal
6600 North Military Trail
Boca Raton, FL 33496-2434
Telephone: 561-438-4800
Email: Susan.Cummings@officedepot.com
FAX: 800-593-8830

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- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Office Depot has a loyal, long-standing cooperative public agency base of more than 13,500 public and non-profit agencies. The cooperative customer platform has historically been one of our best performing customer segments from an overall growth perspective. Office Depot will launch the OMNIA/Region 4 ESC and position itself as a leader in this space by leveraging the following strengths:

- A powerful brand name and loyal Office Depot customers
- Extensive K-12 knowledge and large customer base
- Efficient marketing and sales capabilities and execution
- Long term customer relationships
- Breadth of vendors/brands and vast selection of supplies and equipment
- Collaborative Marketing with industry leaders
- Showcase quality private brand program and environmentally preferable options

We will use the following marketing vehicles to communicate the benefits of the TCPN contract, the value Office Depot provides and our commitment to public sector:

- E-mail
- Web
- Social Media
- Direct Mail
- Co-branded on-line catalogs
- DemoFlick video - An infographic style video

- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Leveraging our relationships with more than 20,000 public sector entities, Office Depot will utilize our existing customer case studies and best practices, as well as demonstrate credibility through our associations with industry leaders and publications. We will also employ public relations efforts via interviews, news conferences and engagement with key media contacts and editorial reporters.

Office Depot takes a team approach to implementing and supporting a contract of this size and significance. Several groups within the Office Depot organization will be aligned to insure the seamless execution and ongoing management of our OMNIA/Region 4 ESC / Office Depot contract. This multi-disciplinary approach will include the following:

- Merchandising Team - goes to market focused specifically on the public sector
- Pricing Group – insures that items reflect contract pricing at all times

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- Contract Compliance Team - insures that all bidding and pricing practices are in compliance and uphold the OMNIA/Region 4 ESC / Office Depot partnership agreement
- Legal Team - provides guidance on contract execution and supports ongoing regulatory needs
- Marketing Team – is dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers
- Green Staff – is committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives
- eCommerce Team – continually offers innovative solutions to answer the ever-changing demands of today's procurement professionals
- Training Organization - provides new and existing sales professionals with ongoing training solutions focused on public agency solutions
- Finance and Billing Departments - provide efficient reporting and billing solutions to meet the evolving needs of our OMNIA/Region 4 ESC Participating Agencies
- Customer Service Organization - understands the nuances of large contracts and works to provide participating agencies with top notch customer service
- Delivery Network - provides dependable next-day delivery supported by industry-leading order tracking solutions
- Sales Organization - is committed to delivering solutions that are relevant and timely for public agencies and always putting the customer's needs first

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

As Office Depot does not publicly report account-specific data, it is our approach to maintain continuity is this reporting practice and elect to not provide that information in this response. As Office Depot and OMNIA partners have developed a significant partnership, we will continue to provide agency reporting as required and outlined in Appendix D, Exhibit E.

- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Office Depot employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Participating Agencies at every step in the process... order entry, on-time delivery, order accuracy, uniform prices/billing, payment processing, and reporting integrity.

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Having one single operational platform/blueprint throughout the country, affords Participating Agencies the following benefits:

- *Consistent Operations/Service:* Because every location in the Office Depot system uses the same WMS program, all of the warehouse and delivery operations are performed the same way across the country.
- *Consistent Pricing:* Because every Office Depot facility uses the same WMS program and AOPS order entry system, OMNIA Region 4 ESC pricing remains consistent nationwide. Participating Agencies will share a single Custom Price List and pricing structure for all domestic locations.
- *Consistent Reporting/Integrity:* Because every Office Depot facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.
- *Consistent products:* Each of Office Depot's 26 distribution centers stock similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent throughout the country.

Office Depot offers a fully integrated, real-time, business-to-business website. The B2B site is an award-winning, OBI-compliant (Open Buying on the Internet), robust web site for use by our contract customers in a highly controlled, secure E-Commerce environment. The site is owned, managed, and maintained by Office Depot. Independent sources have repeatedly rated Office Depot's site highest among all Internet retailers in the country.

The ever-evolving architecture of the site is designed to provide a one-stop reference/research tool, increase productivity, reduce expenses, and lower the overall cost of managing the office products commodities. The popularity of the site is evidence of its consumer acceptance. Today's competitive business climate requires efficient, lean operations by doing more with less. With the constant updates/enhancements to the site, Office Depot continually offers added value and convenience with our World Class Electronic Commerce Solutions.

As an E-Commerce pioneer, Office Depot has connected more than 325,500 mid to large corporations with over 1,388,000 users. Seventy-five percent (75%) of our contract business comes via the internet. By utilizing our knowledge and experience, you can integrate systems that make online ordering not only easy for Participating Agencies but for their users, too.

Our robust and award-winning website has been recognized as one of the Top 5 web sites on the Net for its features, user friendliness, and high volume of activity. We are a founding member of the OBI, and have the most advanced Internet ordering web site, as well as extensive third-party ERP integration experience, with over 1,500 third-party integrations and punch-out solutions. Our contract customer web site offers the following advantages:

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Excellent Management Tools Available:

- Bulletin Board – to communicate program information and post your logo
- Dashboard – Spend analyses tool at your fingertips. Compare month to month spend, User buying behavior, spend by ship-to, or accounting fields such as cost center or department. Data updated monthly to provide rapid response and easy download.
- Billing Information – POD verification, reprints of invoices or packing slips
- Set Spending Limits – create hierarchy restrictions, approvals, workflow process levels
- Restrict Items – from being purchased at the user level by department, class, item and/or dollar amounts
- Email Approval Release – online email approval release (HTML)
- Price Verification – see your contract prices on all items
- Real-time credit card authorization
- Administrator User – approved management ‘super users’ have the ability to change personal profiles, ship-to’s, restrictions, approvals, etc.
- Create Profiles – define parameters/capabilities for each user as well as all their information
- Group Login Identities – optional single login for cost centers, locations, departments, etc.
- GPS Order Status – know exactly where your packages are from the time you ‘click’ your order to when the packages arrive at your desk, including electronic signature capture
- Best Value Items – all core items are identified and float to the top of all searches
- 4 Accounting Fields – for customization and identification of cost centers and billing/orders information

Easy to Use:

- Shopping Lists – create Corporate wide ‘best value’ lists and Personal items lists
- Real Time Inventory – make informed choices based on real product shipping location inventory
- Online Backorder – intelligent backorder information, providing alternative options
- Online Returns – simplest and fastest method available for item pickup and credit
- Order Reminders – schedule reoccurring or one-time reminders
- Future Orders – flexible delivery dates, or build your shopping cart for later orders
- Advanced Search – narrow your results by product, category, description, use, price, size, etc.
- Toner/Ink Find – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- Compare Items – side-by-side comparisons, describing function, and capabilities
- Order Notification – detailed user information on your approved orders
- Live Online Chat – instant message our customer service for any questions you may have on a product recommendation, order status, or online web functionality
- Many Categories – Huge Selection:
- Print on Demand – download your customized jobs directly on the same site and have them delivered with your supplies
- Technology Products – we offer over 300,000 products from more than 500 manufacturers

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- Furniture – we stock over 1,000 furniture items in our warehouses
- Janitorial and Breakroom – hundreds of the most common items you need
- Promotional Items – put your logo/brand or special event information on just about anything
- Brand Identity – download and create your own stationary, or pull from your private warehoused items we have already created

Approval Routing

By selecting the available “email confirmation” option during your internet account set-up, Participating Agencies can choose to have orders that exceed the users’ personal spending permissions forwarded to their predetermined manager, supervisor, or purchasing agent via email. Each decision maker will then have the ability to review, amend, delete, suspend, or release the order.

The B2B site allows for multi-tiered approval of orders, which includes the ability to route an order to up to 11 total levels. This feature allows Super Users to create workflows for each user for the tiered approval of orders according to pre-assigned dollar limits.

Approvers have the option to “Express Approve” (release) orders directly from the email notification page. Approvers may also assign “Proxy” users to release orders in their absence.

Restrictions

The Office Depot electronic ordering platform may be programmed to set dollar limits and product limitations by:

- Account (child and parent)
- Ship to location
- Purchase order numbers
- Cost center/Dept.
- Individual User (dollar limits only)
- Block Broad-based Department (i.e., business machines)
- Block Narrow Classes (i.e., laser printers, inkjet printers, printing calculators)
- Block Specific Items (i.e., HP LaserJet 8100 #747-474)
- Set Item limitation (i.e., item not to exceed \$150)
- Set Line Item Limitation (i.e., line item not to exceed \$500)
- Set Order Value Limitation (i.e., order not to exceed \$1,000)

If users attempt to place an order for restricted products, they will receive a “restricted item” message instructing them to contact Purchasing to order that item. If users attempt to exceed the pre-set dollar limit (by line item or order value), they will receive a message informing them that the order exceeds the pre-authorized account limits. Note: Restricted items are clearly indicated with a special icon next to the description.

Alternatively, Participating Agencies can elect to allow users to create orders that contain restricted items or exceed their personal spending limits. Such orders will be forwarded to a designated Super-User/Manager with the authority to override all restrictions.

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User Profiles

We will establish a unique User Profile for every user you authorize to utilize the B2B site. Their user profile will contain their contact, delivery and billing information as well as their ordering permissions.

Super User Account Management Capabilities: This option allows pre-appointed Participating Agencies Super Users to control Account Management details such as:

- Activating or disabling passwords for internal users
- Controlling/monitoring Blanket POs usage
- Adding and deleting Ship-Tos
- Managing Cost Centers/Departments
- Updating User profiles
- Editing or removing users
- Placing orders for otherwise restricted items (due to product type or dollar limit)
- Creating multi-tiered approval workflow templates for each user
- Formatting and running usage reports
- View online Proof of Deliveries (includes name, date, and time received)

Super User Authorized User Management: Key permissions are controllable on a user-by-user basis:

- Password
- Ability to Create Only or Place Orders
- Unit Price Dollar Limit
- Line Item Dollar Limit
- Order Total Dollar Limit
- Ability to Override Restrictions
- Management Notification/Approval Requirements (i.e., Single or multi-tiered approval process)
- Eligible and Default Ship-tos
- Eligible and Default Department Number
- Eligible and Default Purchase Oder (if necessary)
- Eligible and Default Release (if necessary)
- Payment Method (i.e., specific charge card number)
- History Viewing Capabilities
- Usage Report Viewing Capabilities

In addition to the above listed features and benefits of our online system, the following available features may benefit Participating Agencies.

Smart Cart Feature: Online shopping tool to help end-users compare items, save money, and go green. Three different Smart Cart tools can be activated at any time as a cost-saving feature:

- Smart Value Cart will remind end users of available core list items during the shopping process. Example: An end-user places a package of self-stick notes in their cart that is not part of the core list. If there is a comparable package of self-stick notes (e.g., standard yellow

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vs. the bright colored notes initially selected) on the core list, the cart will provide a pop-up alternative showing the item and the potential savings by changing the selected item to the core item.

- Private Brand Cart, like the Best Value Smart Cart, will make lower cost alternative suggestions during the shopping process; however, the key element recommends private brand, lower cost alternatives. Example: An end user places the national brand Post-It sticky notes in their cart. If there is a comparable item in a private brand with a lower cost, then the alternative will be suggested.
- Green Cart works in a similar fashion as the other Smart Carts but may suggest items that have a higher initial cost. Example: An end user selects a 12 pack of AA batteries. The smart cart may suggest a package of rechargeable AA batteries. The rechargeable batteries may have a higher initial cost; however, due to the ability to recharge and reuse the batteries, overall cost per use goes down over the life of the battery.

Participating Agencies may select to have only one or any combination of all three Smart Carts loaded to their account based upon business needs. The Smart Cart tools allow end users to make better purchasing decisions to meet their business needs.

Online Smart-Dashboard: This highly innovative self-service tool:

- Allows real-time access to important account information
- Displays year-to-date and monthly spend analysis by ship-to, cost center, and user
- Identifies opportunities to utilize additional Office Depot services that can result in cost savings
- Features real-time video overview of account activity and data export capability
- The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks, and provides insights to online user activity and behavior.

Transactions may be paid via EFT, P-Card Point-of-Sale Purchasing, or by credit card or check via electronic and/or mailed invoice (Summary or Standard).

Our goal is to maintain a 100% billing accuracy rate. Anything below this is unacceptable! Our system enhancements prevent the occurrence of billing errors common in the industry.

Office Depot holds a key advantage over its competitors on the management and billing of National Accounts. As we are one of the few companies to operate on a single platform with centralized control we do not experience billing issues that were common with national agreement in years past.

At the start of the agreement the contract is loaded into our AOPS system and audited for accuracy. Participating Agencies locations are loaded into the systems and tied to the contract. Once this is done the system is locked down. Any changes to the system must go through the national accounts department and be approved by OMNIA Region 4 ESC.

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M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Office Depot has demonstrated over the years we have been partnering with Region 4 ESC, National IPA, and TCPN that we will produce strong results within the framework of the economic structures under which our Public Sector customers operate. We do not believe it is within our ability to in any way control the funding of our customers' budgets and have determined to actually guarantee any level of sales is not a step we can take as faithful representatives of our shareholders. We would consider discussing this with you if you believe it is necessary.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

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Office Depot is unable to comply with the above Paragraph N. Office Depot will respond to all Public Agency solicitations and requests respecting the commitments made in this offer and any subsequent contract based on this offer. Agencies requesting a specific program will receive an offer for that program and, if they request a second offer, we may propose this program should we receive an award. Most agencies do not accept multiple offers from a single vendor.

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EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE

[Upon acceptance of Office Depot's proposal, any resulting agreement shall be subject to review and approval of our Legal Department prior to execution.](#)

ADMINISTRATION AGREEMENT (SAMPLE)

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of ____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No. _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

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3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement ~~and if such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, shall be deemed a cause for termination of OMNIA Partners shall have the right to terminate~~ this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

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11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of per response in Appendix A percent (___%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing Requirements for National Cooperative Contract Page 26 of 73 to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency quarterly and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports thirty (30) days after the end of the respective quarter. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 ~~1/2~~ 5%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement ~~may not be assigned by either party without the written consent of the other party. Notwithstanding the foregoing, either party's and OMNIA Partners' rights and obligations hereunder may be assigned at either party's OMNIA Partners' sole discretion without the written consent of the other party to an affiliate of OMNIA Partners, the assigning party, any purchaser of any or all or substantially all of the assets of OMNIA Partners, the assigning party, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.~~

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

[Office Depot, Inc.](#)
[Attn: Susan Cummings](#)
[6600 North Military Trail](#)
[Boca Raton, FL 33496](#)

[With a copy to:](#)
[Office Depot, Inc.](#)
[Attn: Office of General Counsel](#)
[6600 North Military Trail](#)
[Boca Raton, FL 33496](#)

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE
COMPANY
d/b/a OMNIA Partners Public Sector

Signature

Signature

Name

Sarah Vavra

Name

Title

Sr. Vice President, Public Sector Contracting

Title

Date

Date

[Upon acceptance of Office Depot's proposal, any resulting agreement shall be subject to review and approval of our Legal Department prior to execution.](#)

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

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or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE
COMPANY
d/b/a OMNIA Partners Public Sector

 Signature

 Signature

 Name

 Sarah Vavra
Name

 Title

 Sr. Vice President, Public Sector Contracting
Title

 Date

 Date

EXHIBIT E – OMNIA PARTNERS CONTRACT SALES REPORTING TEMPLATE

OMNIA PARTNERS EXHIBITS									
EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE									
(to be submitted <u>electronically</u> in Microsoft Excel format)									
OMNIA Partners Contract Sales Monthly Report									
Supplier Name:									
Contract Sales Report Month:									
Contract ID:									
Supplier Reporting Contact:									
Title:									
Phone:									
Email:									
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
						Report Totals			
						Cumulative Contract Sales			

As Office Depot has currently been awarded six (6) distinct contracts with Region 4 ESC, it is necessary for provide an inclusive alternative reporting model. We are providing a copy of the template we use today and would recommend as our go-forward template. The template is located on the next page.



Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency 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 CFR part 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..

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Office Depot, Inc

Address, City, State and Zip Code: 6600 N Military Trail, Boca Raton, FL 33496

Phone Number: 561-438-4800 Fax Number: 800-593-8830

Printed Name and Title of Authorized Representative: Susan Cummings, Vice President, Public Sector

Email Address: Susan.Cummings@Officedepot.com

Signature of Authorized Representative: _____

Date: _____

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SMC Initials of Authorized Representative of offeror

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR - 2 C.F.R. §200.322

Participating Agency 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 CFR part 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.

Does Vendor agree? YES SMC Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Office Depot, Inc

Address, City, State and Zip Code: 6600 N Military Trail, Boca Raton, FL 33496

Phone Number: 561-438-4800 Fax Number: 800-593-8830

Printed Name and Title of Authorized Representative: Susan Cummings, Vice President, Public Sector

Email Address: Susan.Cummings@Officedepot.com

Signature of Authorized Representative [Signature]

Date: 1/22/19

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Office Depot, Inc
 Street: 6600 Old Military Trail
 City, State, Zip Code: Boca Raton FL 33496

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Susan Cummings, an authorized representative of Office Depot, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
BlackRock Institutional Trust Company, N.A.	400 Howard Street, San Francisco, California,	13.5%
The Vanguard Group, Inc.	100 Vanguard Blvd, Malvern, PA 19355	10.2%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Vice President, Public Sector
Authorized Signature and Title

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Office Depot, Inc.
 Street: 6600 North Military Trail
 City, State, Zip Code: Boca Raton, FL 33496

State of New Jersey
 County of Passaic

I, Susan Cummings residing in Clifton
 Name City

in the County of Passaic, State of New Jersey of full age,
 being duly sworn according to law on my oath depose and say that:

I am the Vice President, Public Sector of the firm of Office Depot, Inc.
 Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Office Depot, Inc.
 Company Name

Vice President, Public Sector
 Authorized Signature & Title

Subscribed and sworn before me

this ____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

SEAL

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Office Depot, Inc
 Street: 6600 North Military Trail
 City, State, Zip Code: Boca Raton, FL 33496

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Vice President, Public Sector

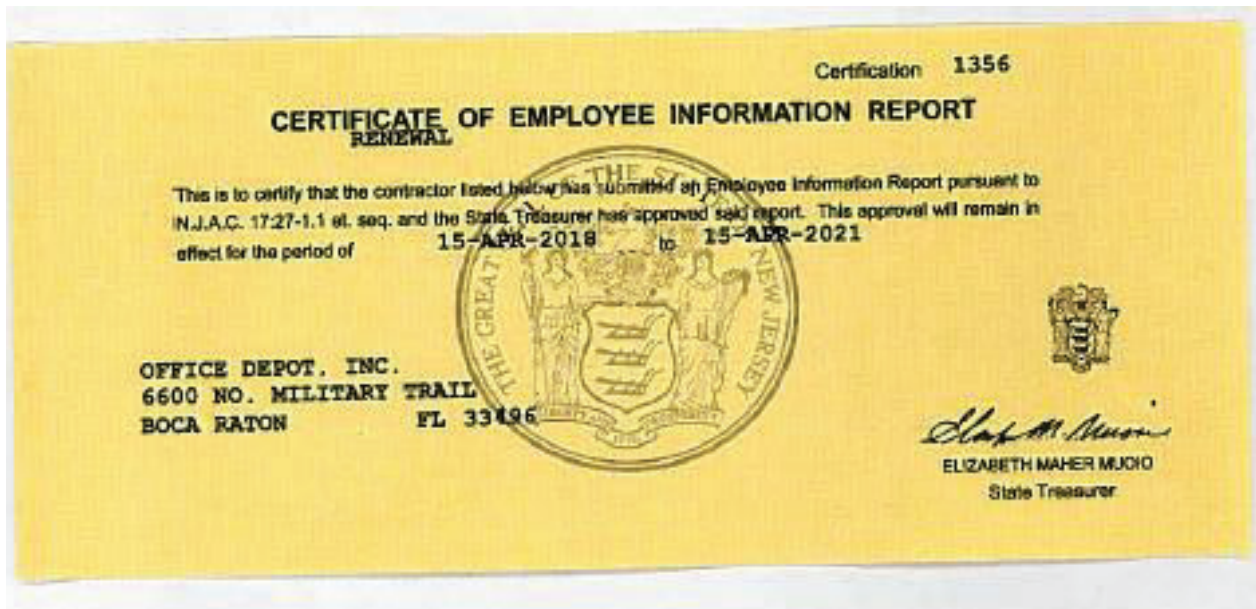
Authorized Signature and Title

Date

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)



NJ Certificate of
Employee Informati



Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

 Signature of Procurement Agent

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name: Office Depot, Inc.Address: 6600 North Military TrailCity: Boca Raton State: FL Zip: 33496-2434

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Susan Cummings
Printed Name

Vice President, Public Sector
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

☐ Check here if the information is continued on subsequent page(s)

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Doc #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Doc #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

X I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership☒ Corporation☐ Sole Proprietorship☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name	Home Address
BlackRock Institutional Trust Company, N.A.	400 Howard Street, San Francisco, California,
The Vanguard Group, Inc.	100 Vanguard Blvd, Malvern, PA 19355

Subscribed and sworn before me this ____ day of _____, 2__.

(Affiant)

(Notary Public)

Susan Cummings, Vice President, Public Sector
(Print name & title of affiant)

My Commission expires:

Please see Secretary's Certificate with Seal on next page.
(Corporate Seal)

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Office DEPOT

OFFICE DEPOT, INC.

ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, Joseph White, hereby certifies that he is the Assistant Secretary of Office Depot, Inc., a corporation incorporated under the General Corporation Law of the State of Delaware (the "Corporation"), and that, as such, he is authorized to execute this Certificate on behalf of the Corporation, and further certifies that:

1. The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware; and

2. Susan Cummings serves as Vice President, Public Sector Partnerships, and as such, she is authorized to execute bids and contracts for the sale of office supplies on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand as of this 11th day of July, 2017,

OFFICE DEPOT, INC.

By: 

Joseph White
Assistant Secretary



6600 North Military Trail | Boca Raton, FL 33496 | T + 561.438.4800

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Doc #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

See certificate on subsequent page.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN									
Quote Number: Solicitation 19-03	Bidder/Officer: _____								
PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.									
<p>Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.</p>									
<p>PLEASE CHECK THE APPROPRIATE BOX:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input checked="checked" type="checkbox"/> I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below. </div> <div style="width: 45%; text-align: center;"> <p>OR</p> <input type="checkbox"/> I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law. </div> </div>									
<p>PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.</p> <p>EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.</p>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Name _____</td> <td style="width: 60%;">Relationship to Bidder/Officer: Vice President</td> </tr> <tr> <td colspan="2">Description of Activities: Provision of office and classroom supplies, products and furniture</td> </tr> <tr> <td>Duration of Engagement: 3 to 5 years</td> <td>Anticipated Cessation Date: _____</td> </tr> <tr> <td>Bidder/Officer Contact Name: _____</td> <td>Contact Phone Number: _____</td> </tr> </table> <p style="text-align: center; margin-top: 5px;">ADD AN ADDITIONAL ACTIVITIES ENTRY</p>		Name _____	Relationship to Bidder/Officer: Vice President	Description of Activities: Provision of office and classroom supplies, products and furniture		Duration of Engagement: 3 to 5 years	Anticipated Cessation Date: _____	Bidder/Officer Contact Name: _____	Contact Phone Number: _____
Name _____	Relationship to Bidder/Officer: Vice President								
Description of Activities: Provision of office and classroom supplies, products and furniture									
Duration of Engagement: 3 to 5 years	Anticipated Cessation Date: _____								
Bidder/Officer Contact Name: _____	Contact Phone Number: _____								
<p><small>Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.</small></p>									
Full Name (Print): Susan Cummings Title: Vice President, Public Sector	Signature: _____ Date: _____								

DPP Standard Forms Packet 11/2013

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Doc #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name: Trade Name: Address: Certificate Number: Effective Date: Date of Issuance:	OFFICE DEPOT, INC. 2200 OLD GERMANTOWN RD DELRAY BEACH, FL 33445 0094745 July 01, 1994 August 22, 2007
For Office Use Only: 20070822132231255	

Printed By: Kim O'Connell

Date Printed: January 04, 2019

DNBI Risk Management

Disclaimer: The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government.

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

Live Report : OFFICE DEPOT, INC.

DUN-LS® Number: 15-353-1108
Trade Names: OFFICE DEPOT - OFFICEMAX
Endorsement/Billing Reference: kim.souders@officedepot.com

D&B Address

Address

6600 N Military Trl
Boca Raton, FL, US - 33496

Phone 561.438-4800

Fax

Location Type

Headquarters

Web www.officedepot.com

Added to Portfolio: 11/23/2010

Last View Date: 12/14/2018

Endorsement: kim.souders@officedepot.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

Commercial Credit Score Class

Low to Moderate Risk of severe payment delinquency.

2

Credit Limit - D&B Aggressive

Unavailable

2.73

FSS Incidence Percentile

Low to Moderate Risk of severe payment delinquency.

77

Commercial Credit Score Percentile

Paying 14 days past due

71

PAYDEX®

Moderate to High Risk of severe financial stress.

4

Financial Stress Score Class

5A2

Credit Limit - D&B Conservative

5A2

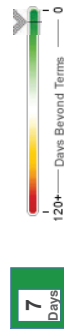
D&B Rating

5A2

5A indicates 50 million and over. Credit appraisal of 2 is good

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months



D&B Company Overview

This is a headquarters location

Branch(es) or Division(s) exist Y

Chief Executive	GERRY P SMITH, CEO
Stock Symbol	ODP

Dollar-weighted average of 7383 payment experiences reported from 115 Companies

Recent Derogatory Events

	Nov-18	Dec-18	Jan-19
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	-

Total Amount Current & Past Due - 13 Month Trend

Jan 18 Mar 18 May 18 Jul 18 Sep 18 Nov 18 Jan 19 Feb 18 Apr 18 Jun 18 Aug 18 Oct 18 Dec 18 Jan 19

Current 1-60 Days 61+ Days

PAYDEX® Trend Chart

100 90 80 70 60 50 40 30 20 10 UN

2/018 3/018 4/018 5/018 6/018 7/018 8/018 9/018 10/018 11/018 1/019

This Company Industry Benchmark

Year Started	1986
Employees	45000 (2400 Here)
Financing	SECURED
SIC	5943, 5044
Line of business	Retailer, who office equipment, ret computers/ software
NAICS	453210
History Status	CLEAR
Financial Condition	GOOD

Stock Performance

ODP : 2.55 0.00 (-0.01%)

Previous Close: 2.55

Volume: 0.00

Daily High: 0.00

Daily Low: 0.00

52-Week High: 3.67

52-Week Low: 2.00

P/E: 25.50

Market Cap: 1,395,354,459

EPS: 0.11

Div/Yield: 3.93

FirstRain Company News

- Former Office Depot HQ in Delray Beach sells 2019-01-03T14:04:58 EST 2:04 PM-The Real Deal
- Why Office Depot could be a financial favourite 2019-01-03T07:30:56 EST 7:30 AM-The Recycler
- Former Office Depot Site Ripe For 2019-01-03T05:30:09 EST 5:30 AM-Delray
- Office Depot Inc. Common Stoc \$ODP 2019-01-02T16:27:49 EST 4:27 PM-Stock Traders
- Thrivent Financial for Lutherans Has \$1.23 2019-01-02T07:58:17 EST 7:58 AM-MR Modern
- Office Depot (ODP) Downgraded by 2018-12-31T00:38:39 EST 12:38 AM-MR Modern
- \$2.68 Billion in Sales Expected for Office Depot 2018-12-28T16:32:55 EST 4:32 PM-The Olympia
- Is There An Opportunity With Office Depot, 2018-12-25T09:07:30 EST 9:07 AM-Daily Magazine
- Mackenzie Financial Corp Buys Shares of

<ul style="list-style-type: none"> Office Depot Inc (ODP) Shares Sold by 2018-12-22T06:49:39 EST 6:49 AM-MR Modern
<ul style="list-style-type: none"> Best Buy, Office Depot and Bed Bath & Beyond 2018-12-19T14:45:18 EST 2:45 PM-Shopping Center
<ul style="list-style-type: none"> Hedge Funds Are Buying Office Depot Inc 2018-12-16T23:28:45 EST 11:28 PM-Insider Monkey
<ul style="list-style-type: none"> Fairpointe Capital LLC Has \$90.48 Million Stake 2018-12-14T08:42:21 EST 8:42 AM-MR Modern
<ul style="list-style-type: none"> Office Depot offers new home installation 2018-12-12T16:29:59 EST 4:29 PM-Chain Store Age
<ul style="list-style-type: none"> Office Depot Becomes Installation Partner for 2018-12-12T14:00:00 EST 2:00 PM-Business Wire
<ul style="list-style-type: none"> Office Depot Paper Templates Photos & 2018-12-10T10:02:00 EST 10:02 AM-FLY TO
<ul style="list-style-type: none"> Office Depot Inc. Common Stoc \$ODP 2018-12-08T13:27:46 EST 1:27 PM-Stock Traders
<ul style="list-style-type: none"> Xometry Shop Advantage Program Expands 2018-12-06T09:37:10 EST 9:37 AM-PR Newswire
<ul style="list-style-type: none"> Office Depot Europe goes Viking 2018-12-06T06:31:18 EST 6:31 AM-The Recycler
<ul style="list-style-type: none"> Why Office Depot Stock Soared 26% In 2018-12-05T17:33:14 EST 5:33 PM-FOX Business
<ul style="list-style-type: none"> IdeaPaint's Best in Class Dry Erase 2018-12-04T08:36:23 EST 8:36 AM-PR Newswire
<ul style="list-style-type: none"> Papeles y Cartones de Europa : Dec 3, 2018 2018-12-03T08:08:28 EST 8:08 AM-4-Traders
<ul style="list-style-type: none"> Janelle Monáe Recalls Getting Fired From 2018-11-30T13:40:24 EST 1:40 PM-Billboard
<ul style="list-style-type: none"> Office Depot turns its empty retail space into 2018-11-29T13:01:43 EST 1:01 PM-Past Company
<ul style="list-style-type: none"> Old Office Depot headquarters eyed for 2018-11-29T12:11:00 EST 12:11 PM-Sun Sentinel
<ul style="list-style-type: none"> Cytera, Office Depot, Intermedia Channel 2018-11-28T09:15:33 EST 9:15 AM-Talkin Cloud
<ul style="list-style-type: none"> Office Depot to buy back \$100 million in stock 2018-11-20T09:09:49 EST 9:09 AM-Sun Sentinel
<ul style="list-style-type: none"> Office Depot Reveals Cyber Week Savings 2018-11-20T09:00:00 EST 9:00 AM-Business Wire
<ul style="list-style-type: none"> Office Depot Announces Successful Debt 2018-11-19T19:00:00 EST 7:00 PM-Business Wire
<ul style="list-style-type: none"> Moody's upgrades Office Depot to Baa3 2018-11-19T13:06:00 EST 1:06 PM-Moody's
<ul style="list-style-type: none"> Look out, WeWork, Office Depot is using its 2018-11-19T03:36:18 EST 12:36 AM-Digiday
<ul style="list-style-type: none"> Office Depot Weekly Ad in Lower Hudson 2018-11-18T03:19:46 EST 3:19 AM-Lohud

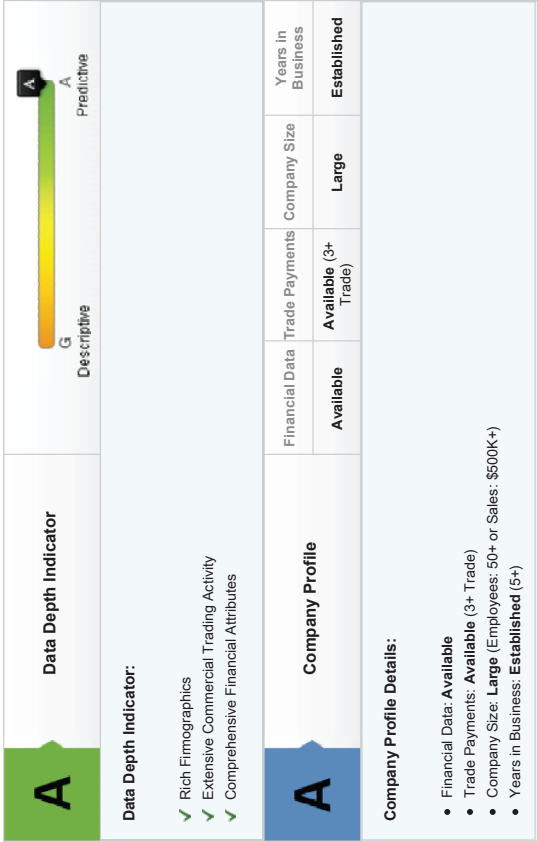
<ul style="list-style-type: none"> Office Depot launches first holiday-themed AR 2018-11-15T14:21:49 EST 2:21 PM-Marketing Land
<ul style="list-style-type: none"> European Commission Clears DS Smith 2018-11-15T13:03:19 EST 1:03 PM-Paper Age
<ul style="list-style-type: none"> The CEO of Office Depot reveals how the 2018-11-15T05:06 EST 10:56 AM-Business
<ul style="list-style-type: none"> Office Depot's CompuCom Launches Managed 2018-11-15T08:00:00 EST 8:00 AM-Business Wire
<ul style="list-style-type: none"> DS Smith's Europac Purchase Gets Green 2018-11-14T12:11:46 EST 12:11 PM-MorningStar UK
<ul style="list-style-type: none"> Office Depot opens new Portage store after 2018-11-14T08:11:34 EST 8:11 AM-Michigan Live
<ul style="list-style-type: none"> ODP: Insiders vs. Shorts 2018-11-13T15:01:52 EST 3:01 PM-Market News
<ul style="list-style-type: none"> Office Depot Inc. Common Stoc \$ODP 2018-11-13T13:28:30 EST 1:28 PM-Stock Traders
<ul style="list-style-type: none"> Office Depot: 3Q18 Results May Have Proved 2018-11-13T08:21:45 EST 8:21 AM-Seeking Alpha
<ul style="list-style-type: none"> Two Cheap Stocks Under \$5: Denbury 2018-11-09T16:37:00 EST 4:37 PM-MicroSmallCap
<ul style="list-style-type: none"> Office Depot (ODP) Rating Increased to Sell at 2018-11-09T07:30:40 EST 7:30 AM-The Olympia
<ul style="list-style-type: none"> CEO Gerry Smith is leading Office Depot 2018-11-08T11:54:07 EST 11:54 AM-Business
<ul style="list-style-type: none"> Salsify Acquires Chat Startup Welcome 2018-11-08T07:01:11 EST 7:01 AM-PR Newswire
<ul style="list-style-type: none"> Office Depot (ODP) Receives a Buy from Merrill 2018-11-07T16:26:45 EST 4:26 PM-Smarter Analyst
<ul style="list-style-type: none"> In bid for survival, Office Depot focuses on 2018-11-07T15:36:03 EST 3:36 PM-Digiday
<ul style="list-style-type: none"> ODP - Stock quote for Office Depot Inc - MSN 2018-11-07T12:56:13 EST 12:56 PM-MSN Money
<ul style="list-style-type: none"> Here's Why Office Depot Stock Is Soaring 2018-11-07T12:51:49 EST 12:51 PM-The Motley
<ul style="list-style-type: none"> Office Depot grows despite declines in IT unit 2018-11-07T11:42:32 EST 11:42 AM-Retail Dive

Powered by FastRan

Public Filings

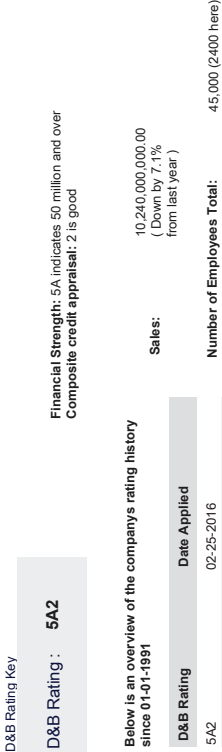
The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	2	09/01/17
Liens	12	04/05/17



Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the



Account Summaries

Suits	25	11/06/18
UCCs	287	09/18/18

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Totals	Total Current Balance	Total Past Due	Total Past Due Cycle 1	Total Past Due Cycle 2	Total Past Due Cycle 3	Total Past Due Cycle 4	Total Past Due Cycle 5	Total Charge-Off Amount

Type	Lender	Open Date Reported	Closed Date	Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount

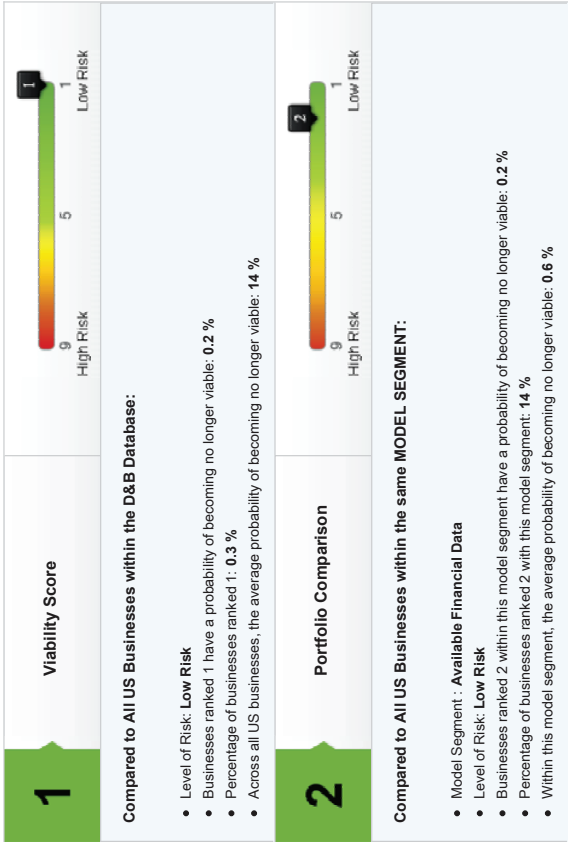
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Predictive Scores

Currency: Shown in USD unless otherwise indicated

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:



D&B Credit Limit Recommendation

Due to adverse or incomplete information, we are unable to provide a Credit Limit Recommendation for this business. Please contact your sales representative or D&Bs Customer Resource Center at 800-234-3867 for assistance.

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files. The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class :



Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

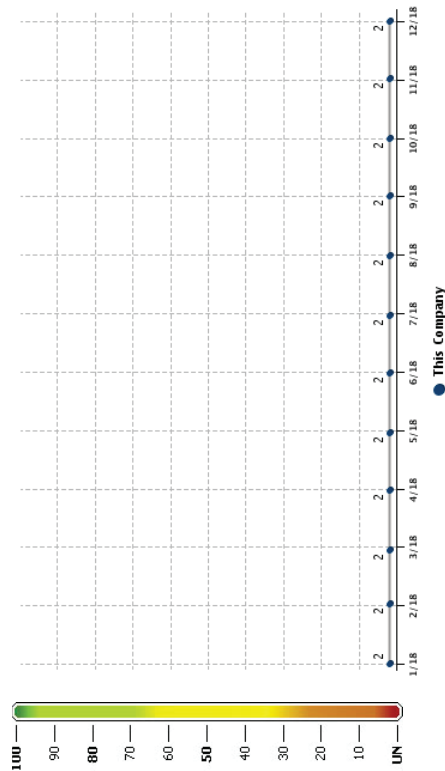
Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.84 %** (84 per 10,000)
Financial Stress National Percentile : **2** (Highest Risk: 1; Lowest Risk: 100)
Financial Stress Score : **1,349** (Highest Risk: 1,001; Lowest Risk: 1,875)
Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

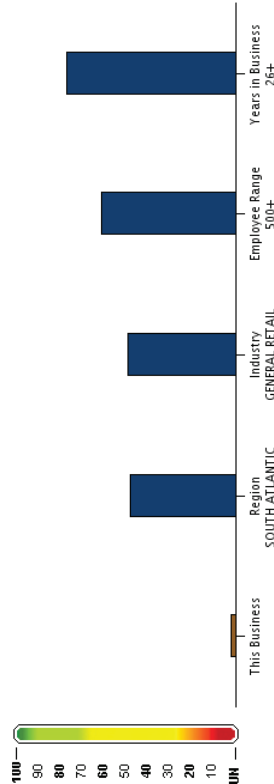
Special Event in the D & B Report

Financial Stress Percentile Trend:



Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress. The Financial Stress Class is a directional benchmark. The Probability of Failure shows the sortage of firms in the given Class that discontinued operations over the past year with loss to creditors. The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file. The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	2
Region: SOUTH ATLANTIC	48
Industry: GENERAL RETAIL	49
Employee range: 500+	61
Years in Business: 26+	77

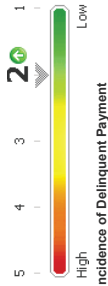
This Business has a Financial Stress Percentile that shows:
Higher risk than other companies in the same region.
Higher risk than other companies in the same industry.
Higher risk than other companies in the same employee size range.

Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms). The Credit Score class of 2 for this company shows that 2.5% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class :

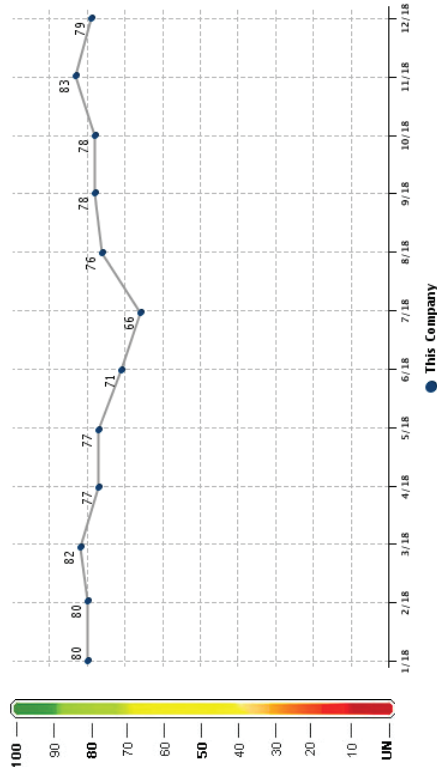


Among Companies with this Classification: **2.50 %**
Average compared to businesses in D&B's database: **10.20 %**
Credit Score Percentile : **77** (Highest Risk: 1; Lowest Risk: 100)
Credit Score : **542** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

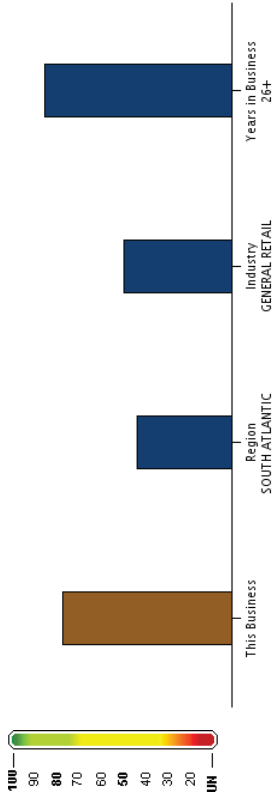
- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Proportion of past due balances to total amount owing
- Total Liabilities to Net Worth influencing the score
- Evidence of open suits, liens, and judgments

Credit Score Class Percentile Trend:



Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency. The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database. The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file. The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	77
Region: SOUTH ATLANTIC	43
Industry: GENERAL RETAIL	49
Employee range:	UN
Years in Business: 26+	85

This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Higher risk than other companies with a comparable number of years in business.

Trade Payments

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX is 71 Equal to 14 days beyond terms (Pays more slowly than the average for its industry of 3 days beyond terms)
Industry Median is 78 Equal to 3 days beyond terms
Payment Trend currently is Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	734
Payments Within Terms (not weighted)	74 %
Trade Experiences with Slow or Negative Payments(%)	28.61%
Total Placed For Collection	1
High Credit Average	589,716
Largest High Credit	50,000,000
Highest Now Owing	50,000,000
Highest Past Due	6,000,000

D&B PAYDEX



120 Days Slow
30 Days Slow
Prompt

High risk of late payment (Average 30 to 120 days beyond terms)
Medium risk of late payment (Average 30 days or less beyond terms)
Low risk of late payment (Average prompt to 30+ days sooner)

When weighted by amount, payments to suppliers average 14 days beyond terms

3-Month D&B PAYDEX



120 Days Slow
30 Days Slow
Prompt

High risk of late payment (Average 30 to 120 days beyond terms)
Medium risk of late payment (Average 30 days or less beyond terms)
Low risk of late payment (Average prompt to 30+ days sooner)

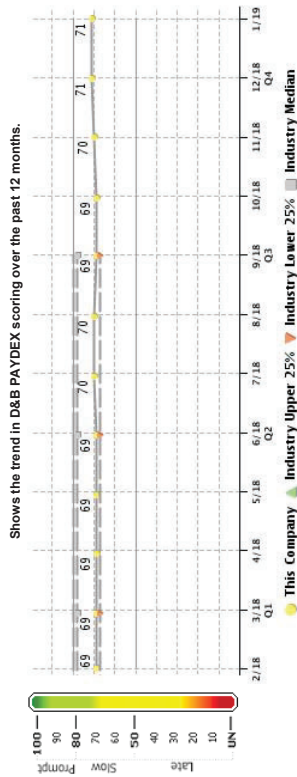
Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 14 days beyond terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Ret stationery, who office equipment, ret computers/software, based on SIC code 5943.

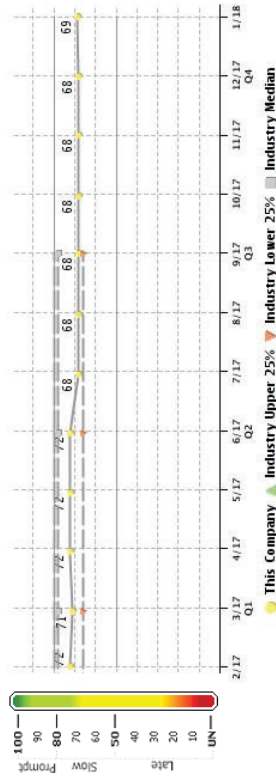


This Business	2/18	3/18	4/18	5/18	6/18	7/18	8/18	9/18	10/18	11/18	12/18	1/19
Upper	69	69	69	69	69	70	70	69	69	70	71	71
Median	80	80	80	80	80	80	80	80	80	80	80	80
Lower	78	78	78	78	78	78	78	78	78	78	78	78

Current PAYDEX for this Business is 71, or equal to 14 days beyond terms
The 12-month high is 71, or equal to 14 DAYS BEYOND terms
The 12-month low is 69, or equal to 16 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Ret stationery, who office equipment, ret computers/software, based on SIC code 5943.



Previous Year	03/17 Q1*17	06/17 Q2*17	09/17 Q3*17	12/17 Q4*17
This Business	71	72	68	68
Industry Quartiles				
Upper	80	80	80	80
Median	78	78	78	78
Lower	66	66	66	66

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 71, or equal to 14 days beyond terms
The present Industry Median Score is 78, or equal to 3 days beyond terms
Industry upper quartile represents the performance of the payers in the 75th percentile
Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

\$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	120	302,200,000	62%
50,000-100,000	35	2,215,000	65%
15,000-49,999	76	1,825,000	76%
5,000-14,999	108	757,500	78%
1,000-4,999	109	220,000	81%
Under 1,000	73	24,550	63%

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of dispute over merchandise, skipped invoices etc.

Payment Summary

There are 734 payment experience(s) in D&Bs file for the most recent 24 months, with 330 experience(s) reported during the last three month period.
The highest Now Owes on file is 50,000,000. The highest Past Due on file is 6,000,000

Below is an overview of the company's currency-weighted payments, segmented by its suppliers primary industries:

Top Industries	Total Rev'd (#)	Total Amts	Largest High Credit	Within Terms (%)	Days Slow <31 31-60 61-90 90+ (%) (%) (%) (%)
Public finance	95	939,150	100,000	98	2 0 0 0
Electric services	30	241,400	35,000	88	12 0 0 0
Trucking non-local	27	12,532,600	6,000,000	66	31 1 0 2
Nondclassified	22	1,312,600	750,000	52	11 33 4 0
Executive office	20	130,000	20,000	100	0 0 0 0
Short-frm busn credit	18	2,556,400	2,000,000	56	40 2 2 0
Mfg nonwd office furn	15	2,638,550	900,000	51	12 37 0 0
Telephone communics	14	95,950	55,000	71	29 0 0 0
Whol computers/swfwr	12	15,210,000	5,000,000	95	5 0 0 0
Whol office supplies	11	36,215,000	20,000,000	69	31 0 0 0
Whol service paper	11	2,598,500	2,000,000	96	2 1 0 1
Arrange cargo transprt	11	1,356,500	500,000	65	35 0 0 0
Mfg wood home furn	7	2,100,000	1,000,000	76	24 0 0 0
Prepackaged software	7	1,865,000	600,000	82	2 16 0 0
Mfg manifold forms	7	43,600	20,000	52	37 11 0 0
Mfg misc plastic prt	6	75,232,500	50,000,000	50	40 0 10 0
Misc coml printing	6	2,355,000	1,000,000	77	9 5 5 4
Business consulting	6	3,152,500	1,000,000	54	46 0 0 0
Whol industrial suppl	6	716,050	500,000	56	0 8 36 0
Natnl commercial bank	6	211,150	200,000	100	0 0 0 0
Newspaper-print/publ	6	380,000	100,000	50	28 22 0 0
Mfg photograph equip	6	116,500	100,000	90	10 0 0 0
Misc business credit	6	22,000	20,000	50	0 0 45 5
Natural gas distrib	6	58,500	20,000	93	7 0 0 0
Mfg computers	5	102,042,500	50,000,000	51	49 0 0 0
Mfg soap/detergents	5	1,750,750	700,000	31	38 20 11 0
Mfg computer storage	5	221,000	100,000	55	34 0 0 11
Whol groceries	5	197,500	90,000	56	44 0 0 0
Help supply service	5	120,750	80,000	96	2 0 2 0
Security broker/deal	5	180,000	50,000	100	0 0 0 0
Truck rental/leasing	5	105,000	35,000	50	5 26 0 19
Mfg confectionery	5	35,000	10,000	100	0 0 0 0
Electric w/other svcs	5	20,000	5,000	100	0 0 0 0
Misc business service	5	7,600	5,000	100	0 0 0 0
Detective/guard svcs	5	13,500	5,000	100	0 0 0 0
Whol appliances	4	9,250,000	6,000,000	97	3 0 0 0
Whol industrial equip	4	53,500	50,000	1	47 47 0 5
Whol nondurable goods	3	256,000	250,000	100	0 0 0 0
Misc equipment rental	3	110,250	100,000	50	0 0 0 50
Whol electronic parts	3	125,000	90,000	64	0 0 0 36
Mfg wood office furn	3	80,000	75,000	53	47 0 0 0
Mfg soft drinks	3	110,750	55,000	49	25 0 0 26
Local truck w/storage	3	48,000	45,000	52	47 1 0 0
Television station	3	17,500	7,500	0	100 0 0 0
Mfg nonwd fixtures	2	5,900,000	5,000,000	84	8 0 0 8
Mfg converted paper	2	2,005,000	2,000,000	100	0 0 0 0
Mfg envelopes	2	1,001,000	1,000,000	100	0 0 0 0
Mfg sporting goods	2	607,500	600,000	51	49 0 0 0

Mfg misc products	2	400,050	400,000	100	0	0	0	0
Travel agency	2	450,000	250,000	100	0	0	0	0
Custom programming	2	80,000	50,000	69	0	31	0	0
Mfg wood fixtures	2	51,000	50,000	98	2	0	0	0
Whol lumber/millwork	2	40,050	40,000	50	50	0	0	0
Whol office equipment	2	27,500	25,000	5	95	0	0	0
Radiotelephone commun	2	15,250	15,000	51	0	49	0	0
Employment agency	2	15,000	10,000	33	0	0	0	67
Whol piece goods	2	10,000	7,500	87	0	0	13	0
Personal credit	2	6,000	5,000	100	0	0	0	0
Combination utilities	2	1,050	1,000	100	0	0	0	0
Whol chemicals	2	1,000	500	75	0	0	25	0
Coating/engrave svcs	2	750	500	66	17	0	0	17
Mfg die cut/paper bnd	1	5,000,000	5,000,000	100	0	0	0	0
Paperboard mill	1	4,000,000	4,000,000	100	0	0	0	0
Whol heating/ac equip	1	2,000,000	2,000,000	100	0	0	0	0
Mfg conveyors	1	2,000,000	2,000,000	50	0	50	0	0
Mfg stationery prdts	1	2,000,000	2,000,000	50	50	0	0	0
State commercial bank	1	1,000,000	1,000,000	0	100	0	0	0
Advertising reps	1	600,000	600,000	100	0	0	0	0
Mfg abrasive products	1	500,000	500,000	100	0	0	0	0
Mfg audio/video equip	1	400,000	400,000	50	50	0	0	0
Mfg sanitary paper	1	400,000	400,000	100	0	0	0	0
Surety insurance	1	400,000	400,000	0	0	0	100	0
Mfg corrugated boxes	1	250,000	250,000	100	0	0	0	0
Mfg home cook equip	1	200,000	200,000	50	50	0	0	0
Depository bank svcs	1	200,000	200,000	50	0	0	0	50
Mfg blankbook/binder	1	200,000	200,000	50	50	0	0	0
Mfg refrig/heat equip	1	100,000	100,000	50	50	0	0	0
Mfg calculating eqpt	1	100,000	100,000	50	50	0	0	0
Industrial launderer	1	100,000	100,000	0	0	50	0	50
Erects building equip	1	100,000	100,000	0	0	100	0	0
Job training services	1	70,000	70,000	50	50	0	0	0
Mfg computer terminal	1	50,000	50,000	50	0	50	0	0
Mfg elect housewares	1	30,000	30,000	0	100	0	0	0
Oil/gas field service	1	20,000	20,000	0	0	100	0	0
Mfg plane engine/part	1	15,000	15,000	0	50	0	0	50
Mfg plane parts/equip	1	10,000	10,000	0	50	0	0	50
Lithographic printing	1	10,000	10,000	100	0	0	0	0
Misc computer service	1	7,500	7,500	100	0	0	0	0
Accounting services	1	5,000	5,000	50	0	50	0	0
Mfg primary batteries	1	5,000	5,000	100	0	0	0	0
Engineering services	1	5,000	5,000	50	0	0	0	50
Mfg upholstered furn	1	5,000	5,000	0	0	100	0	0
Management services	1	5,000	5,000	100	0	0	0	0
Mfg relays/controls	1	5,000	5,000	0	100	0	0	0
Whol durable goods	1	2,500	2,500	0	0	0	100	0
Mfg ophthalmic goods	1	2,500	2,500	0	50	0	0	50
Domestic sea transprt	1	2,500	2,500	0	50	0	0	50
Mfg extracts/syrup	1	2,500	2,500	50	50	0	0	0
Ret misc merchandise	1	1,000	1,000	100	0	0	0	0
Gas production/distrib	1	1,000	1,000	100	0	0	0	0
Mfg glass products	1	500	500	0	0	0	100	0
Ret mail-order house	1	500	500	100	0	0	0	0

Testing laboratory	1	250	250	100	0	0	0	0
Operative builders	1	250	250	50	50	0	0	0
Airport/airport svcs	1	250	250	0	0	0	100	0
Reg misc coml sector	1	100	100	100	0	0	0	0
Whol furniture	1	100	100	100	0	0	0	0
Mfg treated minerals	1	100	100	0	0	0	100	0
Mfg canned fruit/veg	1	100	100	100	0	0	0	0
Whol flowers/supplies	1	100	100	0	0	50	50	0
Rel stationery	1	50	50	100	0	0	0	0
Flooring contractor	1	50	50	0	50	0	0	50
Other payment categories								
Cash experiences	184	40,950	5,000					
Payment record unknown	15	447,500	200,000					
Unfavorable comments	4	55,250	25,000					
Placed for collections	1	N/A	0					
Total in D&B's file	734	307,785,750	50,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.
Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
12/18	Ppt	200,000	0	0	0	4-5 mos
	Ppt	25,000	0	0	0	2-3 mos
	Ppt	25,000	0	0	0	6-12 mos
	Ppt	10,000	0	0	0	6-12 mos
	Ppt-Slow 30	60,000	60,000	60,000	1 mo	1 mo
	Ppt-Slow 120	500	500	500	2-3 mos	2-3 mos
	Slow 30	2,500	0	0	0	6-12 mos
	Slow 60	0	0	0	0	6-12 mos
11/18	Ppt	1,000,000	1,000,000	0	0	1 mo
	Ppt	1,000,000	1,000,000	0	0	1 mo
	Ppt	500,000	300,000	0	0	1 mo
	Ppt	100,000	60,000	0	0	1 mo
	Ppt	100,000	60,000	5,000	0	1 mo
	Ppt	85,000	45,000	0	0	1 mo
	Ppt	25,000	0	0	0	4-5 mos
	Ppt	10,000	500	0	0	1 mo
	Ppt	10,000	2,500	0	0	1 mo
	Ppt	10,000	10,000	0	0	1 mo
	Ppt	10,000	0	0	0	6-12 mos
	Ppt	7,500	5,000	0	0	1 mo
	Ppt	7,500	0	0	0	2-3 mos
	Ppt	7,500	0	0	0	1 mo
	Ppt	7,500	2,500	0	0	1 mo
	Ppt	5,000	5,000	0	0	1 mo
	Ppt	5,000	0	0	0	1 mo
	Ppt	2,500	2,500	0	0	1 mo


Ppt	2,500	1,000	1,000	N30	6-12 mos
Ppt	2,500	1,000	0	0	1 mo
Ppt	2,500	2,500	0	0	1 mo
Ppt	2,500	0	0	0	1 mo
Ppt	2,500	2,500	0	0	1 mo
Ppt	2,500	100	0	0	1 mo
Ppt	2,500	2,500	0	0	1 mo
Ppt	2,500	500	0	0	1 mo
Ppt	2,500	0	0	0	4-5 mos
Ppt	2,500	2,500	0	0	1 mo
Ppt	1,000	0	0	0	6-12 mos
Ppt	1,000	50	50	N60	1 mo
Ppt	1,000	0	0	0	6-12 mos
Ppt	1,000	0	0	0	4-5 mos
Ppt	1,000	1,000	0	0	1 mo
Ppt	1,000	0	0	0	1 mo
Ppt	750	500	0	0	6-12 mos
Ppt	750	0	0	0	1 mo
Ppt	500	0	0	N30	1 mo
Ppt	500	0	0	0	6-12 mos
Ppt	500	0	0	0	6-12 mos
Ppt	250	0	0	0	6-12 mos
Ppt	100	0	0	0	2-3 mos
Ppt	100	50	50	0	1 mo
Ppt	100	100	0	0	1 mo
Ppt	50	0	0	0	2-3 mos
Ppt	50	50	0	0	1 mo
Ppt	50	50	0	N30	1 mo
Ppt	50	0	0	0	4-5 mos
Ppt-Slow 15	300,000	45,000	7,500	1 mo	1 mo
Ppt-Slow 15	250,000	200,000	40,000	1 mo	1 mo
Ppt-Slow 30	2,000,000	40,000	35,000	1 mo	1 mo
Ppt-Slow 30	700,000	400,000	85,000	1 mo	1 mo
Ppt-Slow 30	55,000	35,000	500	1 mo	1 mo
Ppt-Slow 30	40,000	40,000	0	1 mo	1 mo
Ppt-Slow 30	5,000	0	0	1 mo	1 mo
Ppt-Slow 30	2,500	2,500	0	1 mo	1 mo
Ppt-Slow 60	800,000	0	0	1 15 N30	6-12 mos
Ppt-Slow 90	200,000	90,000	85,000	1 mo	1 mo
Ppt-Slow 120	90,000	90,000	80,000	1 mo	1 mo
Ppt-Slow 150	5,000	5,000	2,500	1 mo	1 mo
Slow 5	250,000	200,000	7,500	1 mo	1 mo
Slow 30	10,000	0	0	6-12 mos	6-12 mos
Slow 30	5,000	0	0	2-3 mos	2-3 mos
Slow 60-90	250,000	65,000	55,000	1 mo	1 mo
Slow 30-90+	15,000	5,000	500	1 mo	1 mo
Slow 90+	500	250	250	6-12 mos	6-12 mos
Slow 30-120+	250	250	250	1 mo	1 mo
(079) Unsatisfactory .	25,000	250	250	2-3 mos	2-3 mos
(080)	0	0	0	Cash	2-3 mos

account

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated 

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	2	09/01/17
Liens	12	04/05/17
Suits	25	11/06/18
UCCs	287	09/18/18

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgments

Status	Unsatisfied
CASE NO.	05771 SCS0600326
Judgment type	Judgment
Against	OFFICE DEPOT INC
In favor of	RACHEL VAUGHAN
Where filed	POLK COUNTY SMALL CLAIMS COURT, DES MOINES, IA

Date status attained	09/01/17
Date entered	09/01/17
Latest Info Received	09/28/17

Judgment award	307
Status	Unsatisfied
CASE NO.	2015768256HNB
Judgment type	Judgment
Against	OFFICE DEPOT INC
In favor of	HUI LIU
Where filed	ORANGE COUNTY SMALL CLAIMS COURT/NEWPORT BEACH, NEWPORT BEACH, CA

Date status attained	07/29/15
Date entered	07/29/15
Latest Info Received	02/19/16

Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	218,620
Status	Open
FILING NO.	2017-04255
Type	State Tax
Filed By	PENNSYLVANIA BUREAU OF COMPLIANCE
Against	OFFICE DEPOT INC, BOCA RATON, FL
Where Filed	CUMBERLAND COUNTY PROTHONOTARY, CARLISLE, PA
Date Status Attained	04/05/17
Date Filed	04/05/17
Latest Info Received	05/25/17

Amount	314,658 (DEPT OF REV/TAX LIEN)
Status	Open
DOCKET NO.	201400017859
Type	State Tax
Filed By	COMMONWEALTH OF PA DEPARTMENT OF REVENUE, HARRISBURG, PA
Against	OFFICE DEPOT INC., BOCA RATON, FL
Where Filed	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA
Date Status Attained	10/02/14
Date Filed	10/02/14
Latest Info Received	10/03/14

Amount	43
Status	Open
CASE NO.	14022128
Type	County Tax
Filed By	TAX COLLECTOR
Against	OFFICE DEPOT INCORPORATED, STOCKTON, CA AND OTHERS
Where Filed	SAN JOAQUIN COUNTY RECORDERS OFFICE, STOCKTON, CA
Date Status Attained	03/06/14
Date Filed	03/06/14
Latest Info Received	04/02/14

Amount	1,156
Status	Open
CASE NO.	12-0615003
Type	County Tax
Filed By	TAX COLLECTOR
Against	OFFICE DEPOT INC
Where Filed	RIVERSIDE COUNTY RECORDERS OFFICE, RIVERSIDE, CA
Date Status Attained	12/18/12
Date Filed	12/18/12
Latest Info Received	01/23/13

Amount	271
Status	Open
BOOK/PAGE	1398/387
Type	State Tax
Filed By	STATE OF GEORGIA FULTON COUNTY

Against Where Filed Date Status Attained Date Filed Latest Info Received	OFFICE DEPOT INC, BOCA RATON, FL FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA		Amount	166
	01/11/10		Status	Open
	01/11/10		BOOK/PAGE	1398/641
	11/08/12		Type	Slate Tax
			Filed By	COUNTY OF FULTON
Amount Status BOOK/PAGE Type Filed By Against Where Filed Date Status Attained Date Filed Latest Info Received	404		Against	OFFICE DEPOT INC, BOCA RATON, FL
	Open		Where Filed	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA
	1398/406		Date Status Attained	01/11/10
	Slate Tax		Date Filed	01/11/10
	STATE OF GEORGIA FULTON COUNTY OFFICE DEPOT INC, BOCA RATON, FL		Latest Info Received	11/23/12
Against Where Filed Date Status Attained Date Filed Latest Info Received	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA		Suits	
	01/11/10			
	11/08/12			
Amount Status BOOK/PAGE Type Filed By Against Where Filed Date Status Attained Date Filed Latest Info Received	337		Status	Pending
	Open		CASE NO.	201801031675CJC
	1398/407		Plaintiff	FERNANDO ZOTEA
	Slate Tax		Defendant	OFFICE DEPOT INC
	STATE OF GEORGIA FULTON COUNTY OFFICE DEPOT INC, BOCA RATON, FL		Where filed	ORANGE COUNTY SUPERIOR COURT, SANTA ANA, CA
Against Where Filed Date Status Attained Date Filed Latest Info Received	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA		Date status attained	11/06/18
	01/11/10		Date filed	11/06/18
	11/08/12		Latest Info Received	12/27/18
Amount Status BOOK/PAGE Type Filed By Against Where Filed Date Status Attained Date Filed Latest Info Received	227		Suit Amount	1,000
	Open		Status	Pending
	1398/638		CASE NO.	CSM18 859070
	Slate Tax		Plaintiff	ZAKI SINADA
	COUNTY OF FULTON OFFICE DEPOT INC, BOCA RATON, FL		Defendant	OFFICE DEPOT AND OTHERS
Against Where Filed Date Status Attained Date Filed Latest Info Received	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA		Cause	UNFAIR BUSINESS PRACTICE
	01/11/10		Where filed	SAN FRANCISCO COUNTY SMALL CLAIMS COURT, SAN FRANCISCO, CA
	01/11/10		Date status attained	09/25/18
	11/08/12		Date filed	09/25/18
			Latest Info Received	10/02/18
Amount Status BOOK/PAGE Type Filed By Against Where Filed Date Status Attained Date Filed Latest Info Received	308		Suit Amount	3,000
	Open		Status	Pending
	1398/640		CASE NO.	05771 SCSC600326
	Slate Tax		Plaintiff	RACHEL VAUGHAN
	COUNTY OF FULTON OFFICE DEPOT INC, BOCA RATON, FL		Defendant	OFFICE DEPOT INC
Against Where Filed Date Status Attained Date Filed Latest Info Received	FULTON COUNTY SUPERIOR COURT CLERKS OFFICE, ATLANTA, GA		Cause	MONEY JUDGEMENT
	01/11/10		Where filed	POLK COUNTY SMALL CLAIMS COURT, DES MOINES, IA
	01/11/10		Date status attained	06/20/17
	11/23/12		Date filed	06/20/17
			Latest Info Received	06/27/17
Amount Status BOOK/PAGE Type Filed By Against Where Filed Date Status Attained Date Filed Latest Info Received	404		Suit Amount	50,000
	Open		Status	Pending
	1398/406		DOCKET NO.	17M1 300895
	Slate Tax			
	STATE OF GEORGIA FULTON COUNTY			

Plaintiff	JACKSON JOSEPHINE	Judgment entered	
Defendant	OFFICE DEPOT INC. CHICAGO, IL AND OTHERS	CASE NO.	MVS1601656
Where filed	COOK COUNTY CIRCUIT COURT/1ST MUNICIPAL DIVISION, CHICAGO, IL	Plaintiff	RUTHEE GOLDKORN
Date status attained	04/27/17	Defendant	OFFICE DEPOT, MORENO VALLEY, CA
Date filed	04/27/17	Cause	SMALL CLAIMS-OVER \$1500/UNDER \$5000
Latest Info Received	05/09/17	Where filed	RIVERSIDE COUNTY SMALL CLAIMS COURT/MORENO VALLEY, MORENO VALLEY, CA
Status	Pending	Date status attained	06/29/16
DOCKET NO.	A1701098	Date filed	05/12/16
Plaintiff	JOHNSON WARNER	Latest Info Received	07/07/16
Defendant	OFFICE DEPOT INC.	Status	Judgment entered
Where filed	HAMILTON COUNTY COMMON PLEAS COURT, CINCINNATI, OH	CASE NO.	MVS1601655
Date status attained	02/23/17	Plaintiff	RUTHEE GOLDKORN
Date filed	02/23/17	Defendant	OFFICE DEPOT, MORENO VALLEY, CA
Latest Info Received	05/12/17	Cause	SMALL CLAIMS-OVER \$1500/UNDER \$5000
Suit Amount	10,000	Where filed	RIVERSIDE COUNTY SMALL CLAIMS COURT/MORENO VALLEY, MORENO VALLEY, CA
Status	Pending	Date status attained	06/29/16
CASE NO.	17VESC01505	Date filed	05/12/16
Plaintiff	MOSKOVICH SARA	Latest Info Received	07/07/16
Defendant	OFFICE DEPOT INC.	If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.	
Cause	SMALL CLAIMS (LIMITED JURISDICTION)	UCC Filings	
Where filed	LOS ANGELES COUNTY SMALL CLAIMS COURT/VAN NUYS BRANCH, VAN NUYS, CA	Collateral Type	All Assets and proceeds Original
Date status attained	02/14/17	Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Date filed	02/14/17	Debtor	OFFICE DEPOT, INC.
Latest Info Received	02/23/17	Filing No.	2017 7422696
Status	Pending	Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
CASE NO.	2017SC003963	Date Filed	2017-11-08
Plaintiff	PURSENALITY DBA BEST DEAL GENERAL MECHANISING, MILWAUKEE, WI	Latest Info Received	12/26/17
Defendant	OFFICE DEPOT AND OTHERS	Collateral Type	All Assets and proceeds Original
Cause	SM CLAIM, CLAIM UNDER \$ LIMIT	Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Where filed	MILWAUKEE COUNTY CIRCUIT COURT, MILWAUKEE, WI	Debtor	OFFICE DEPOT FOREIGN HOLDINGS LP, LLC
Date status attained	02/09/17	Filing No.	2017 7422605
Date filed	02/09/17	Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Latest Info Received	03/02/17	Date Filed	2017-11-08
Status	Removed to federal court	Latest Info Received	12/26/17
CASE NO.	201705924	Collateral	All Assets and proceeds
Plaintiff	MASSEY, WILLIAM	Type	Original
Defendant	OFFICE DEPOT INC. BOCA RATON, FL AND OTHERS	Sec. Party	GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY
Cause	PERSONAL INJURY - NON-AUTO	Debtor	OFFICE DEPOT FOREIGN HOLDINGS LP, LLC
Where filed	HARRIS COUNTY CIVIL DISTRICT COURT, HOUSTON, TX	Filing No.	2017 7422605
Date status attained	03/07/17	Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date filed	01/27/17	Date Filed	2017-11-08
Latest Info Received	03/13/17	Latest Info Received	12/26/17

Type Sec. Party Debtor Filing No. Filed With	Original GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY OFFICE DEPOT FOREIGN HOLDINGS GP, LLC 2017 7422472 SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed 2017-11-08 Latest Info Received 12/26/17	
Date Filed Latest Info Received	2017-11-08 12/26/17		Negotiable instruments including proceeds and products - Account(s) including proceeds and products Original CARROLLTON BANK, OFALLON, IL LAPPE, CRAIG M., SAINT PETERS, MO 1710089458931 SECRETARY OF STATE/UCC DIVISION, JEFFERSON CITY, MO
Collateral Type Sec. Party Debtor Filing No. Filed With	All Assets and proceeds Original GOLDMAN SACHS LENDING PARTNERS LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, NEW YORK, NY OD INTERNATIONAL, INC 2017 7422399 SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed 2017-10-06 Latest Info Received 10/10/17	
Date Filed Latest Info Received	2017-11-08 12/26/17		Negotiable instruments including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - CONSIGNED MERCHANDISE including proceeds and products Original A.T. CROSS COMPANY, LINCOLN, RI OFFICE DEPOT, INC. 2009 2280771 SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Collateral Type Sec. Party Debtor Filing No. Filed With	All Assets Original JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL OFFICE DEPOT FOREIGN HOLDINGS LP, LLC 2017 7434972 SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed 2009-07-16 Latest Info Received 08/13/09	
Date Filed Latest Info Received	2017-11-08 12/26/17		Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Assets including proceeds and products - and OTHERS Original JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX OFFICE DEPOT, INC. 2008 3282710 SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Collateral Type Sec. Party Debtor Filing No. Filed With	All Assets Original JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL OFFICE DEPOT FOREIGN HOLDINGS GP, LLC 2017 7434984 SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed 2008-09-26 Latest Info Received 10/22/08	
Date Filed Latest Info Received	2017-11-08 12/26/17		Release JP MORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX OFFICE DEPOT, INC. 2011 0413271 SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Collateral Type Sec. Party Debtor Filing No. Filed With	All Assets Original JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL OD INTERNATIONAL, INC. 2017 7434956 SECRETARY OF STATE/UCC DIVISION, DOVER, DE	Date Filed 2011-02-03 Latest Info Received 03/29/11 Original UCC Filed Date 2008-09-26 Original Filing No. 2008 3282710	

2018.	
-LINE OF CREDIT :	According to published reports, Office Depot, Inc. announced that it has repaid its Term Loan Credit Agreement due 2022. As part of the repaying, the Company will repay approximately \$200 million of the outstanding term loan, bringing the outstanding principal amount to \$500 million. The Company also will make a voluntary repayment under the term loan of \$194 million, reducing the current outstanding principal amount to \$306 million. This Company will also make a voluntary repayment under the term loan of \$194 million, reducing the current outstanding principal amount to \$306 million. The Company also will make a voluntary repayment under the term loan of \$194 million, reducing the current outstanding principal amount to \$306 million.
11/07/2018 -EARNINGS UPDATE :	According to published reports, comparative operating results for the 39 weeks ended September 29, 2018: Sales of \$6,345,000,000, Net Income of \$118,000,000; compared to Sales of \$7,659,000,000, Net Income of \$233,000,000 for the comparable period in the prior year.
08/07/2018 -EARNINGS UPDATE :	According to published reports, comparative operating results for the 26 weeks ended June 30, 2018: Sales of \$5,458,000,000, Net Income of \$57,000,000; compared to Sales of \$5,039,000,000, Net Income of \$140,000,000 for the comparable period in the prior year.

History & Operations

Company Overview

Company Name:	OFFICE DEPOT, INC.
Doing Business As :	OFFICE DEPOT , OFFICEMAX
Street Address:	6600 N Military Trl Boca Raton , FL 33486
Phone:	561 438-4800
URL:	http://www.officedepot.com
Stock Symbol:	ODP
History	Is clear
Operations	Profitable
Present management control	33 years
Annual Sales	10,240,000,000

History

The following information was reported: **10/01/2018**

Officer(s):	JOSEPH S. VASSALUZZO, NON EXEC CHB+ GERRY P SMITH, CEO+ JOSEPH T. LOWER, EXEC V PRES-CFO N.DAVID BLEISCH, EXEC V PRES-CLO-CORP SEC JERRI DEVARO, EXEC V PRES-CCO TODD HALE, EXEC V PRES-CIO JANET SCHUINS, CHIEF MERCHANDISING AND SERVICES OFFICER
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DIRECTOR(S) :
The officers identified by (+) and Kristin A Campbell, Cynthia T Jamison, Francesca Ruiz De Luzuriaga, V James Manno, David M. Szymanski, and Nigel Travis.

The Delaware Secretary of State's business registrations file showed that Office Depot, Inc. was registered as a Corporation on September 12, 1986, under the file registration number 2101387.

Business started 1986.

The company's common stock is traded on the NASDAQ Global Select Market under the symbol "ODP ". As of January 26, 2018, there were 8,753 holders of record of the company's common stock. As of March 7, 2018, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were :

Blackrock, Inc. (9.66%); Hotchkiss and Wiley Capital Management, LLC (8.05%); The Vanguard Group (7.85%); Thomas H. Lee Advisors, LLC (7.69%); Dimensional Fund Advisors LP (6.74%); and Fairpointe Capital LLC (5.60%). As of the same date, directors and officers as a group beneficially owns 2.19% of the outstanding shares.

RECENT EVENTS :

On February 6, 2018, Platinum Equity, LLC, acquired OfficeMax Australia Limited, Richmond, Australia, from the company.

On November 8, 2017, Lincoln Merger Sub One, Inc., fka THL Portfolio Holdings Corp, an indirect parent company of CompuCom Systems, Inc., merged with and into Lincoln Merger Sub Two, LLC, a wholly-owned subsidiary of the company. With the merger, Lincoln Merger Sub One, Inc. has

Sec. Party	Amendment
Debtor	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Filing No.	OFFICE DEPOT, INC.
Filed With	2012-1005273 SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2012-03-14
Latest Info Received	04/05/12
Original UCC Filed Date	2008-09-26
Original Filing No.	2008 3282710

Type	Continuation
Sec. Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, HOUSTON, TX
Debtor	OFFICE DEPOT, INC., DELRAY BEACH, FL
Filing No.	2018 2560627
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

Date Filed	2018-04-16
Latest Info Received	06/04/18
Original UCC Filed Date	2008-09-26
Original Filing No.	2008 3282710

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your PPP for D&B's contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Government Activity

Activity summary	
Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	N/A
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Special Events

Special Events

11/20/2018 -STOCK/BOND ISSUANCE/REDEMPTION/REPURCHASE :

According to published reports, Office Depot, Inc. announced that its Board of Directors has authorized a new stock repurchase program for up to \$100 million of its outstanding common stock beginning January 1, 2019. The Board of Directors has approved a new \$100 million stock repurchase authorization effective January 1, 2019. The new stock repurchase program will follow the Company's current program, which expires on December 31,

10/01/2018

The company, together with its subsidiaries, provides various products and services. It operates in three divisions: Retail, Business Solutions, and CompuCom. The Retail division operates retail stores, which offer office supplies; technology products and solutions; business machines and related supplies; print, cleaning, breakroom, and facilities products; and office furniture in the United States, Puerto Rico, and the U.S. Virgin Islands. Its stores also provide printing, reproduction, mailing, and shipping services.

TRADEMARK (S): Office Depot, Alvia, Foray, Realspace, OfficeMax, TUL, WorkPro, Brenton Studio, Highmark, and others.
Terms are cash and contract basis. Sells to general public and commercial concerns. Territory : International.

The company's business is somewhat seasonal, with sales generally trending lower in the second quarter, following the back-to-business sales cycle in the first quarter and preceding the back-to-school sales cycle in the third quarter and the holiday sales cycle in the fourth quarter. Certain working capital components may build and recede during the year reflecting established selling cycles. Business cycles can and have impacted its operations and financial position when compared to other periods. With the exception of online purchases placed or fulfilled in its retail locations, online sales activities are reported in the North American Business Solutions.

Employees: 45,000 which includes officer(s) 2,400 employed here.
Facilities: Leases 625,000 sq. ft. in a building.
Branches: The business has branch(es) division(s); detailed branch information is available in Dun & Bradstreet's linkage or family tree products.
Subsidiaries: The business has subsidiary(ies); detailed subsidiary information is available in Dun & Bradstreet's linkage or family tree products.

SIC & NAICS

SIC:
Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

5943 9902 Office forms and supplies
5044 0000 Office equipment
5734 0000 Computer and software stores
5734 9901 Personal computers
5045 0000 Computers, peripherals, and software
5045 9905 Computers, nec

NAICS:

453210 Office Supplies and Stationery Stores
423420 Office Equipment Merchant Wholesalers
443142 Electronics Stores
443142 Electronics Stores
423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers
423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

Financials

Company Financials: n/a

03/20/2018

Three-year Statement Comparative:

ceased to exist as a legal entity and the operations were integrated to Lincoln Merger Sub Two, LLC. As part of the transaction, CompuCom Systems Holding LLC, Fort Mill, SC, the direct parent company of CompuCom Systems, Inc., will now operate as a subsidiary of Lincoln Merger Sub Two, LLC. Terms of the deal were approximately \$937 million.

In October 2017, the company acquired Complete Office, LLC. As a result of the acquisition, Complete Office, LLC now operates as a subsidiary of Office Depot.

On April 26, 2017, Excelsior Capital Asia (HK) Limited, Pok Fu Lam, Hong Kong, acquired the South Korean business of the company.

On December 31, 2016, the company completed the sale of the OD European Business to The AURELIUS Group.

During the second quarter of 2016, the company completed its 400 store closure program associated with the 2014 Real Estate Strategy.

JOSEPH S VASSALLUZZO, Director since 2013. He was appointed as the independent Non-Executive Chairman of the Board in February 2017. Since 2002, he has served as a Director of the Federal Realty Investment Trust, where he is Chairman of the Board of Trustees.

GERRY P SMITH, Director since 2017. He was appointed to serve as CEO of the company effective February 2017. Prior to joining the company, he was at Lenovo Group Limited, since 2006; most recently serving as Executive Vice President and COO since 2016.

JOSEPH T LOWER, He was appointed as Executive Vice President and CFO in January 2018. Prior to joining the company, he served as Vice President and CFO at B/E Aerospace, Inc. between November 2014 and April 2017. Prior to joining B/E Aerospace, he was Vice President of Business Development and Strategy for The Boeing Company, where he spent 12 years.

N DAVID BLEISCH, he was appointed as Executive Vice President, Chief Legal Officer (CLO) and Corporate Secretary in September 2017. Prior to joining the company, he was Senior Vice President and CLO for The ADT Corporation from September 2012 through May 2016. Prior to assuming this role, he served in several leadership roles at Tyco International before being appointed Vice President and General Counsel of Tyco Security Solutions.

JERRI DEVARD, She was named Executive Vice President and Chief Customer Officer (CCO) in January 2018, she joined the company in September 2017 as Executive Vice President and Chief Marketing Officer (CMO). Prior to joining the company, she was Senior Vice President and CMO for The ADT Corporation from April 2014 to June 2016.

TODD HALE, He was appointed as Executive Vice President and Chief Information Officer (CIO) in August 2016. Previously, he served as Senior Vice President, North American CIO. Mr. Hale joined the company in 2004.

JANET SCHIUNS, She was appointed as Executive Vice President, Chief Merchandising and Services Officer in January 2018. She joined the company in July 2017 as Senior Vice President, Chief Merchandising and Services Officer. Prior to joining the company, she held several positions with Verizon, most recently serving as Chief Channel Executive and Vice President of Verizon Business Markets from December 2016 until July 2017.

KRISTIN A CAMPBELL, Director since 2016. She has been the Executive Vice President and General Counsel for Hilton Worldwide Holdings Inc. since June 2011.

CYNTHIA T JAMISON, Director since 2013. She was the CFO of AquaSpy, Inc. from 2009 to 2012.

FRANCESCA RUIZ DE LUZURIAGA, Director since 2013. From 1999 to 2000, she served as the COO of Mattel Interactive, a business unit of Mattel, Inc.

V JAMES MARINO, Director since 2013. From 2006 until his retirement in August 2011, he was the President and CEO of Alberto-Culver Company.

DAVID M SZYMANSKI, Director since 2013. He became the Dean of the University of Cincinnati Lindner College of Business in 2010.

NIGEL TRAVIS, Director since 2012. He has been the Chairman of the Board of Dunkin' Brands Group Inc since May 2013 and its CEO since January 2009.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF

Aug 03 2018

Registered Name: OFFICE DEPOT, INC.
Business type: DOMESTIC CORPORATION
Corporation type: NOT AVAILABLE
Date incorporated: Sep 12 1986
State of Incorporation: DELAWARE
Filing date: Sep 12 1986
Registration ID: 2101387
Status: GOOD STANDING
Status Attained Date: Mar 02 2017
Where filed: SECRETARY OF STATE/CORPORATIONS DIVISION , DOVER , DE
Registered agent: CORPORATE CREATIONS NETWORK INC. , 3411 SILVERSIDE ROAD
TATNALL BUILDING STE 104 , WILMINGTON , DE , 198100000

Operations

	Fiscal Consolidated Dec 30 2017 (in thousands)	Fiscal Consolidated Dec 31 2016 (in thousands)	Fiscal Consolidated Dec 31 2015 (in thousands)
Current Assets	2,871,000	2,973,000	4,060,000
Current Liabilities	2,046,000	2,031,000	2,743,000
Current Ratio	1.4	1.46	1.48
Working Capital	825,000	942,000	1,317,000
Other Assets	3,452,000	2,567,000	2,382,000
Net Worth	2,120,000	1,852,000	1,603,000
Sales	10,240,000	11,021,000	11,727,000
Long Term Liab	2,157,000	1,657,000	2,096,000
Net Profit (Loss)	181,000	529,000	8,000

Company Financial: EPCOR (Annual Statements)

Balance Sheet

Period Ending	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016	Fiscal Consolidated Dec 26 2015
ASSETS			
Current Assets			
Cash and Cash Equivalents	622,000,000.00	763,000,000.00	860,000,000.00
Short Term Investments	UN	UN	UN
Net Trade Receivables	931,000,000.00	687,000,000.00	746,000,000.00
Inventory	1,093,000,000.00	1,279,000,000.00	1,406,000,000.00
Other Current Assets	225,000,000.00	244,000,000.00	1,048,000,000.00
Total Current Assets	2,871,000,000.00	2,973,000,000.00	4,060,000,000.00
Furniture and Fixtures	725,000,000.00	601,000,000.00	665,000,000.00
Fixed Assets	725,000,000.00	601,000,000.00	665,000,000.00
Long Term Investments	863,000,000.00	885,000,000.00	905,000,000.00
Deferred Long Term Asset Charges	305,000,000.00	466,000,000.00	11,000,000.00
Other Assets	260,000,000.00	219,000,000.00	385,000,000.00
Goodwill	851,000,000.00	363,000,000.00	363,000,000.00
Total Assets	6,323,000,000.00	5,540,000,000.00	6,442,000,000.00
Accumulated Amortization	UN	UN	UN
Intangible Assets	448,000,000.00	33,000,000.00	53,000,000.00
LIABILITIES			
Current Liabilities			
Accounts Payable	1,883,000,000.00	1,898,000,000.00	2,070,000,000.00
Short Term And Current Long Term Debt	96,000,000.00	29,000,000.00	51,000,000.00
Other Current Liabilities	67,000,000.00	104,000,000.00	622,000,000.00
Total Current Liabilities	2,046,000,000.00	2,031,000,000.00	2,743,000,000.00
Long Term Debt	1,712,000,000.00	1,156,000,000.00	1,447,000,000.00
Deferred Long Term Liability Charges	336,000,000.00	361,000,000.00	421,000,000.00
Negative Goodwill	UN	UN	UN
Minority Interest	UN	UN	UN
Other Liabilities	91,000,000.00	140,000,000.00	228,000,000.00
Misc Stocks Options Warrant	18,000,000.00	0.00	UN
Total Liabilities	4,185,000,000.00	3,688,000,000.00	4,639,000,000.00
SHAREHOLDER'S EQUITY			

Preferred Stock Amount	UN	UN	UN
Common Stock	6,000,000.00	6,000,000.00	6,000,000.00
Retained Earnings	-273,000,000.00	-463,000,000.00	-982,000,000.00
Treasury Stock	-246,000,000.00	-190,000,000.00	-58,000,000.00
Capital Surplus	2,711,000,000.00	2,618,000,000.00	2,607,000,000.00
Other Equity	-78,000,000.00	-129,000,000.00	30,000,000.00
Total Equity	2,120,000,000.00	1,852,000,000.00	1,603,000,000.00

Income Statement

Period Ending	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 26 2016	Fiscal Consolidated Dec 26 2015
Sales (Revenue)	10,240,000,000.00	11,021,000,000.00	11,727,000,000.00
Cost of Revenue	7,779,000,000.00	8,313,000,000.00	8,864,000,000.00
Gross Profit	2,461,000,000.00	2,708,000,000.00	2,863,000,000.00
Sales And General Admin	2,022,000,000.00	2,242,000,000.00	2,425,000,000.00
Research and Development Expense	UN	UN	UN
Non Recurring Expenses	98,000,000.00	-65,000,000.00	255,000,000.00
Other Operating Items	UN	UN	UN
Operating Income	341,000,000.00	531,000,000.00	183,000,000.00
Net Total Other Income and Expenses	20,000,000.00	8,000,000.00	23,000,000.00
Earnings Before Interest and Taxes	361,000,000.00	539,000,000.00	206,000,000.00
Interest Expense	62,000,000.00	80,000,000.00	91,000,000.00
Earning Before Tax	299,000,000.00	459,000,000.00	115,000,000.00
Income Tax Expense	153,000,000.00	-220,000,000.00	23,000,000.00
Equity Earnings or Loss	UN	UN	UN
Minority Interest Expense	UN	UN	UN
Net Income From Continuing Operations	146,000,000.00	679,000,000.00	92,000,000.00
Discontinued Operations	35,000,000.00	-150,000,000.00	-84,000,000.00
Effect of Accounting Changes	UN	UN	UN
Extraordinary Items	UN	UN	UN
Other Non-Operating Expenses	0.00	0.00	0.00
Net Income	181,000,000.00	529,000,000.00	8,000,000.00
Preferred Stocks and Other Adjustments	UN	UN	UN
Net Income Applicable to Common Shares	181,000,000.00	529,000,000.00	8,000,000.00

Statement of Cash Flow

Period Ending	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 26 2016	Fiscal Consolidated Dec 26 2015
Depreciation	159,000,000.00	181,000,000.00	253,000,000.00
Net Income Adjustments	202,000,000.00	61,000,000.00	180,000,000.00
Changes in Liabilities	-252,000,000.00	-339,000,000.00	-279,000,000.00
Changes in Accounts Receivables	15,000,000.00	55,000,000.00	55,000,000.00
Changes in Inventories	160,000,000.00	56,000,000.00	-98,000,000.00
Changes in Other Operating Activities	-83,000,000.00	-238,000,000.00	-7,000,000.00
Net Cash Flows - Operating Activities	467,000,000.00	492,000,000.00	138,000,000.00
Capital Expenditures	-141,000,000.00	-111,000,000.00	-144,000,000.00
Investments	-42,000,000.00	-0.00	-0.00
Other Cash Flows from Investing Activities	-850,000,000.00	27,000,000.00	86,000,000.00
Net Cash Flows - Investing Activities	-1,033,000,000.00	-84,000,000.00	-58,000,000.00
Dividends Paid	-53,000,000.00	-26,000,000.00	-0.00
Sale and Purchase of Stock	-56,000,000.00	-132,000,000.00	0.00

Company Financial: EDGAR (Quarterly Statements)									
Note: UN=Unavailable Powered By EDGAROnline This Data is Provided as per License from EDGAR online									
Balance Sheet									
Quarter	Q3	Q2	Q1	Q4					
Quarter Ending	Sep 29 2018	Jun 30 2018	Mar 31 2018	Dec 30 2017					
ASSETS									
Current Assets									
Cash and Cash Equivalents	609,000,000.00	-299,000,000.00	-32,000,000.00		925,000,000.00	747,000,000.00	737,000,000.00	622,000,000.00	UN
Other Cash Flows from Financing Activities	-15,000,000.00	-12,000,000.00	7,000,000.00		UN	UN	UN	UN	UN
Net Cash Flows - Financing Activities	473,000,000.00	-475,000,000.00	-26,000,000.00		950,000,000.00	905,000,000.00	942,000,000.00	931,000,000.00	UN
Effect of Exchange Rate	7,000,000.00	-8,000,000.00	-29,000,000.00		1,023,000,000.00	1,122,000,000.00	1,033,000,000.00	1,083,000,000.00	UN
Change in Cash and Cash Equivalents	-171,000,000.00	-262,000,000.00	-2,000,000.00		112,000,000.00	142,000,000.00	216,000,000.00	225,000,000.00	UN
Financial Ratios									
Period Ending	Fiscal Consolidated Dec 30 2017	Fiscal Consolidated Dec 31 2016	Fiscal Consolidated Dec 26 2015		3,010,000,000.00	2,916,000,000.00	2,928,000,000.00	2,871,000,000.00	UN
Solvency Ratios									
Current Ratio	1.40	1.46	1.48		722,000,000.00	722,000,000.00	713,000,000.00	725,000,000.00	UN
Quick Ratio	0.76	0.71	0.59		744,000,000.00	744,000,000.00	713,000,000.00	725,000,000.00	UN
Current Liabilities to Net Worth (%)	95.70	109.67	171.12		847,000,000.00	853,000,000.00	858,000,000.00	863,000,000.00	UN
Total Liabilities/Net Worth (%)	195.74	199.14	301.87		272,000,000.00	290,000,000.00	295,000,000.00	305,000,000.00	UN
Current Liabilities to Inventory	187.19	158.80	195.09		257,000,000.00	259,000,000.00	266,000,000.00	260,000,000.00	UN
Fixed Assets to Net Worth (%)	33.91	32.45	41.48		908,000,000.00	881,000,000.00	882,000,000.00	851,000,000.00	UN
Cash Ratio	0.30	0.38	0.31		6,472,000,000.00	6,359,000,000.00	6,390,000,000.00	6,323,000,000.00	UN
Efficiency Ratios									
Accounts Payable to Sales Ratio	0.18	0.17	0.18		UN	UN	UN	UN	UN
Sales to Working Capital Ratio	12.41	11.70	8.90		434,000,000.00	438,000,000.00	448,000,000.00	448,000,000.00	UN
Sales to Inventory (%)	936.87	881.69	834.07						UN
Assets/Sales	61.75	50.27	54.93						UN
ROCE (%)	8.44	15.36	5.57						UN
Profitability Ratios									
Return on Net Worth (%)	8.54	28.56	0.50		2,136,000,000.00	2,023,000,000.00	1,986,000,000.00	1,883,000,000.00	UN
Return on Assets (%)	2.86	9.55	0.12		92,000,000.00	97,000,000.00	93,000,000.00	96,000,000.00	UN
Return on Sales (%)	3.53	4.89	1.76		0.00	0.00	27,000,000.00	67,000,000.00	UN
Gross Profit Margin (%)	24.03	24.57	24.41		2,228,000,000.00	2,120,000,000.00	2,106,000,000.00	2,046,000,000.00	UN
Operating Margin (%)	3.33	4.82	1.56		1,646,000,000.00	1,668,000,000.00	1,698,000,000.00	1,712,000,000.00	UN
Pre-Tax Profit Margin (%)	2.92	4.16	0.98		318,000,000.00	327,000,000.00	331,000,000.00	336,000,000.00	UN
Profit Margin (%)	1.77	4.80	0.07		UN	UN	UN	UN	UN
Pre-Tax Return on Equity (%)	14.10	24.78	7.17		83,000,000.00	88,000,000.00	90,000,000.00	91,000,000.00	UN
After Tax Return on Equity (%)	8.54	28.56	0.50		0.00	0.00	18,000,000.00	18,000,000.00	UN
Operating Income to Interest Ratio	5.50	6.64	2.01		4,275,000,000.00	4,203,000,000.00	4,215,000,000.00	4,185,000,000.00	UN
Financial Leverage Ratios									
EBITDA to EBIT Ratio	1.44	1.34	2.23		UN	UN	UN	UN	UN
Debt to Income Ratio	23.12	6.97	604.88		6,000,000.00	6,000,000.00	6,000,000.00	6,000,000.00	UN
Debt to Equity Ratio	1.97	1.99	3.02		-220,000,000.00	-220,000,000.00	-236,000,000.00	-273,000,000.00	UN
Equity Ratio (%)	33.53	33.43	24.88		-268,000,000.00	-254,000,000.00	-246,000,000.00	-273,000,000.00	UN
Interest Coverage Ratio	5.82	6.74	2.26		2,684,000,000.00	2,691,000,000.00	2,697,000,000.00	2,711,000,000.00	UN
Interest Coverage by EBITDA Ratio	3.26	4.48	-0.52		-65,000,000.00	-67,000,000.00	-64,000,000.00	-78,000,000.00	UN
Income Statement									
Quarter	Q3	Q2	Q1	Q4					
Quarter Ending	Sep 29 2018	Jun 30 2018	Mar 31 2018	Dec 30 2017					
Sales (Revenue)					2,887,000,000.00	2,628,000,000.00	2,830,000,000.00	2,581,000,000.00	UN
Cost of Revenue					2,201,000,000.00	2,032,000,000.00	2,163,000,000.00	1,974,000,000.00	UN
Gross Profit					686,000,000.00	596,000,000.00	667,000,000.00	607,000,000.00	UN
Sales And General Admin					567,000,000.00	534,000,000.00	573,000,000.00	503,000,000.00	UN
Research and Development Expense					UN	UN	UN	UN	UN
Non Recurring Expenses					14,000,000.00	14,000,000.00	17,000,000.00	35,000,000.00	UN
Other Operating Items					UN	UN	UN	UN	UN
Operating Income					105,000,000.00	48,000,000.00	77,000,000.00	69,000,000.00	UN
Net Total Other Income and Expenses					11,000,000.00	11,000,000.00	7,000,000.00	-5,000,000.00	UN
Earnings Before Interest and Taxes					116,000,000.00	59,000,000.00	84,000,000.00	64,000,000.00	UN
Interest Expense					31,000,000.00	31,000,000.00	29,000,000.00	23,000,000.00	UN
Earnings Before Tax					85,000,000.00	28,000,000.00	55,000,000.00	41,000,000.00	UN

Income Tax Expense	24,000,000.00	9,000,000.00	22,000,000.00	90,000,000.00	Return on Net Worth (%)	2.78	0.74	1.90	-2.45
Equity Earnings or Loss	UN	UN	UN	UN	Return on Assets (%)	0.94	0.25	0.64	-0.82
Minority Interest Expense	UN	UN	UN	UN	Return on Sales (%)	4.02	2.25	2.97	2.48
Net Income From Continuing Operations	61,000,000.00	19,000,000.00	33,000,000.00	-49,000,000.00	Gross Profit Margin (%)	23.76	22.68	23.57	23.52
Discontinued Operations	0.00	-3,000,000.00	8,000,000.00	-3,000,000.00	Operating Margin (%)	3.64	1.83	2.72	2.67
Effect of Accounting Changes	UN	UN	UN	UN	Pre-Tax Profit Margin (%)	2.94	1.07	1.94	1.59
Extraordinary Items	UN	UN	UN	UN	Profit Margin (%)	2.11	0.61	1.45	-2.01
Other Non-Operating Expenses	0.00	0.00	0.00	0.00	Pre-Tax Return on Equity (%)	3.87	1.30	2.55	1.93
Net Income	61,000,000.00	16,000,000.00	41,000,000.00	-52,000,000.00	After Tax Return on Equity (%)	2.78	0.74	1.90	-2.45
Preferred Stocks and Other Adjustments	UN	UN	UN	UN	Operating Income to Interest Ratio	3.39	1.55	2.66	3.00
Net Income Applicable to Common Shares	61,000,000.00	16,000,000.00	41,000,000.00	-52,000,000.00	Financial Leverage Ratios				
					EBITDA to EBIT Ratio	1.44	1.80	1.61	1.66
					Debt to Income Ratio	70.08	262.69	102.80	-80.48
					Debt to Equity Ratio	1.95	1.95	1.95	1.97
					Equity Ratio (%)	33.95	33.90	33.76	33.53
					Interest Coverage by EBITDA Ratio	3.74	1.90	2.78	2.78
					Interest Coverage by EBITDA Ratio	2.10	0.39	1.14	0.96
					Note: UN=Unavailable				

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Statement Update

11/08/2018
Interim Consolidated statement dated SEP 29 2018 (in thousands):

Assets	Liabilities
Cash	Accts Pay
Accts Rec	S-T Borrowings & L-T Debt
Inventory	Accruals
Prepaid Exps & Other Current Assets	Taxes
Curr Assets	Curr Liabs
Fixt & Equip	Def Income Taxes & Other LT Liabs
Goodwill	Long-Term Debt-Net
Other Intangible Assets-Net	L.T. Lab-Other
Timber Notes Receivable	COMMON STOCK
Other Assets	ADDIT. PD-IN CAP
	ACCUM OTHER COMPREHENSIVE LOSS
	RETAINED EARNINGS
	TREASURY STOCK
Total Assets	Total Liabilities + Equity

From DEC 31 2017 to SEP 29 2018 sales \$8,345,000,000; cost of goods sold \$6,396,000,000. Gross profit \$1,949,000,000; operating expenses \$1,719,000,000. Operating income \$230,000,000; other income \$34,000,000; other expenses \$91,000,000; net income before taxes \$173,000,000; Federal income tax \$55,000,000; net income \$118,000,000.

Statement obtained from Securities And Exchange Commission. Prepared from books without audit.

Explanations
The net worth of this company includes intangibles; Other Assets consist of deferred income taxes and other assets; Other Long Term Liabilities consist of pension and postretirement obligations-net and non recourse debt.

Additional Financial Data

Fiscal Consolidated statement dated DEC 30 2017 (in thousands):

	Q3	Q2	Q1	Q4
Quarter	Mar 31 2018	Jun 30 2018	Mar 31 2018	Dec 30 2017
Solvency Ratios				
Current Ratio	1.35	1.38	1.39	1.40
Quick Ratio	0.84	0.78	0.80	0.76
Current Liabilities to Net Worth (%)	101.41	96.33	96.83	95.70
Total Liabilities/Net Worth (%)	194.58	194.94	193.79	195.74
Current Liabilities to Inventory	217.79	188.95	203.87	187.19
Fixed Assets to Net Worth (%)	33.86	33.49	32.78	33.91
Cash Ratio	0.42	0.35	0.35	0.30
Efficiency Ratios				
Accounts Payable to Sales Ratio	0.74	0.77	0.70	0.73
Sales to Working Capital Ratio	3.69	3.30	3.44	3.13
Sales to Inventory (%)	282.21	234.22	273.96	236.14
Assets/Sales	224.18	241.97	225.80	244.98
ROCE (%)	2.73	1.39	1.96	1.50
Profitability Ratios				

Associations

All Credit Files Created from this D&B Live Report

Company Name	Type	Status	Date Created
OD EC TEST ACCOUNT	ACCOUNT - #33557	Credit Increase Recommended	06/26/2012 06:58 AM EDT

All Credit Files with Same D-U-J-S® Number as this D&B Live Report

Company Name	Type	Status	Date Created
OD EC TEST ACCOUNT	ACCOUNT - #33557	Credit Increase Recommended	06/26/2012 06:58 AM EDT
OFFICE DEPOT, INC.	Application - #FCLMSEAXG	Approved	11/06/2014 01:55 PM EST
Officedepot	Application - #FCLMSEAYL	Approved	11/06/2014 01:57 PM EST
Officedepot	Application - #FCL9SEIMC8	Approved	11/06/2014 02:04 PM EST
Officedepot	Application - #FCLCSE6GT	Approved	11/06/2014 02:32 PM EST
Officedepot	Application - #FCLHSEXX5	Approved	11/06/2014 02:39 PM EST
Officedepot	Application - #FCLLSEXXF	Approved	11/06/2014 02:42 PM EST
OFFICE DEPOT, INC.	Application - #FCL3SEYGG	Approved	11/06/2014 03:39 PM EST
OFFICE DEPOT, INC.	Application - #FCLKSEYXW	Approved	11/06/2014 03:39 PM EST
OFFICE DEPOT, INC.	Application - #FCLSEY55	Approved	11/06/2014 03:42 PM EST
Officedepot	Application - #FCLDSEY8F	Approved	11/06/2014 03:45 PM EST
Officedepot	Application - #FCLKS843V	Approved	11/07/2014 09:38 AM EST
Officedepot	Application - #FCLLN9XB	Approved	11/10/2014 09:31 AM EST
Officedepot	Application - #FCLBUCKYN	Approved	11/10/2014 10:51 AM EST
Officedepot	Application - #FCLKJCKEL	Approved	11/10/2014 10:53 AM EST
OFFICE DEPOT, INC.	Application - #FCLLJCA48	Approved	11/10/2014 11:00 AM EST
OFFICE DEPOT, INC.	Application - #FCLD3KWF	Approved	12/02/2014 04:09 PM EST
OFFICE DEPOT, INC.	Application - #FCL4KEGFW	Approved	12/22/2014 02:29 PM EST
OFFICE DEPOT, INC.	Application - #FCLKEK59A	Approved	12/22/2014 02:29 PM EST
OFFICE DEPOT, INC.	Application - #FCLDEKJDB	Approved	12/22/2014 02:29 PM EST
OD FLEX 15 TEST	Application - #FCHFA9X3N	Approved	04/29/2015 07:01 PM EDT
OD FLEX 15 TEST	Application - #FCHHA9XJD	Approved	04/29/2015 07:01 PM EDT
OD FLEX 15 TEST	Application - #FCHTA9XEJ	Approved	04/29/2015 07:01 PM EDT
OD FLEX 15 TEST	Application - #FCHGAFD4C	Approved	04/30/2015 06:35 AM EDT
OD FLEX 15 TEST	Application - #FCHKAFDQL	Approved	04/30/2015 06:35 AM EDT
OD FLEX 15 TEST	Application - #FCHLX6CPA	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCHKX6CN6	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCHSX6CTD	Approved	06/16/2015 01:08 PM EDT
OFFICE DEPOT	Application - #FCHX6XAJY	Approved	06/16/2015 01:11 PM EDT
OFFICE DEPOT	Application - #FCHLLGJ9J	Approved	06/22/2015 03:22 PM EDT
OFFICE DEPOT	Application - #FCH4LGF3FG	Approved	06/22/2015 03:30 PM EDT
OFFICE DEPOT	Application - #FCHNLGEH5	Approved	06/22/2015 03:35 PM EDT
Company	Application - #FCHGJJKY5	Approved	09/30/2015 12:43 AM EDT
Company	Application - #FCH5LJK4Y	Approved	09/30/2015 12:43 AM EDT
OD Land	Application - #FCHJPMWV	Approved	10/07/2015 12:14 PM EDT
Tam co	Application - #FCHV3QO4	Approved	10/13/2015 10:52 AM EDT

Assets	Liabilities
Cash	892,000
Accts Pay	96,000
Accts Rec	986,000
Inventory	5,000
Prepaid Exps & Other Current Assets	67,000
Discontinued Operations	2,046,000
Curr Assets	
Fixt & Equip	336,000
Goodwill	936,000
Other Intangible Assets-Net	885,000
Timber Notes Receivable	6,000
Other Assets	2,711,000
	(246,000)
	RETAINED EARNINGS
	ACCUM OTHER COMPREHENSIVE LOSS
	(78,000)
Total Assets	6,323,000
	Total Liabilities + Equity
	6,323,000

From JAN 01 2017 to DEC 30 2017 annual sales \$10,240,000.00; cost of goods sold \$7,779,000.00. Gross profit \$2,461,000.00; operating expenses \$2,120,000.00. Operating income \$341,000.00; other income \$22,000.00; other expenses \$64,000.00; net income before taxes \$299,000.00; Federal income tax \$153,000.00. Net income \$181,000.00. Discontinued Operations \$35,000.00.

Statement obtained from Securities And Exchange Commission. Prepared from statement(s) by Accountant: Deloitte & Touche LLP, Boca Raton, Florida.

ACCOUNTANTS OPINION

A review of the accountant's opinion indicated that the financial statement meets generally accepted accounting principles and the audit contains no qualifications.

The net worth of this company includes intangibles.

Other assets consist of deferred income taxes and other assets.

Other long term liabilities consist of pension & postretirement obligations-net, non-recourse debt and redeemable noncontrolling interest.

The report was updated using information the company filed with the Securities and Exchange Commission.

Key Business Ratios

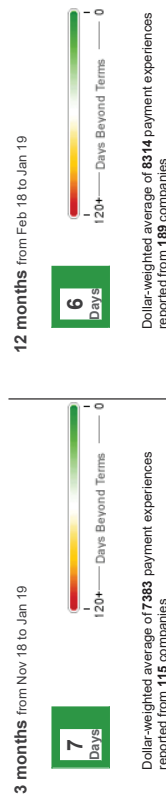
Statement Date	Dec 30 2017	Industry Median	Industry Quartile
Based on this Number of Establishments	15		
Industry Norms Based On 15 Establishments			
Profitability			
Return on Sales %	1.8	0.2	1
Return on Net Worth %	8.5	0.9	1
Short-Term Solvency			
Current Ratio	1.4	2.3	3
Quick Ratio	0.8	1.4	3
Efficiency			
Assets to Sales %	61.7	33.4	4
Sales / Net Working Capital	12.4	7.6	1
Utilization			

2349	ACCOUNT - #34944338	Credit Increase Recommended	06/11/2018 02:14 PM EDT
OFFICEDEPOT-TIM	ACCOUNT - #21142717	Credit Increase Recommended	06/11/2018 02:14 PM EDT
2058	ACCOUNT - #41709478	Credit Increase Recommended	06/11/2018 02:14 PM EDT
122	ACCOUNT - #33000292	Credit Increase Recommended	06/11/2018 02:14 PM EDT
71	ACCOUNT - #32417724	Credit Increase Recommended	06/11/2018 02:14 PM EDT
2145	ACCOUNT - #33121025	Credit Increase Recommended	06/11/2018 02:14 PM EDT
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234	ACCOUNT - #32973838	Credit Increase Recommended	06/11/2018 02:14 PM EDT
436	ACCOUNT - #33299954	Credit Increase Recommended	06/11/2018 02:14 PM EDT
3266	ACCOUNT - #33024072	Credit Increase Recommended	06/11/2018 02:14 PM EDT
178	ACCOUNT - #33108947	Credit Increase Recommended	06/11/2018 02:14 PM EDT
665	ACCOUNT - #33280592	Credit Increase Recommended	06/11/2018 02:14 PM EDT
55	ACCOUNT - #32973624	Credit Increase Recommended	06/11/2018 02:14 PM EDT
829	ACCOUNT - #34906474	Credit Increase Recommended	06/11/2018 02:14 PM EDT
331	ACCOUNT - #33087322	Credit Increase Recommended	06/11/2018 02:15 PM EDT
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depot	Application - #FCN8G3KF9	Approved	06/27/2018 01:53 AM EDT
office depot	Application - #FCN8G3KF9	Approved	07/17/2018 01:44 PM EDT
MARK STONEBRAKER	Application - #FCN8G3KF9	Approved	07/19/2018 02:58 PM EDT
Office Depot	ACCOUNT - #528910	Credit Increase Recommended	08/08/2018 08:57 AM EDT
Office Depot	Application - #FCN9XGN5B	Approved	08/31/2018 02:34 AM EDT
Office Depot	Application - #FCN9XGN5B	Approved	09/06/2018 03:28 AM EDT
OD 117	ACCOUNT - #664183	Credit Increase Recommended	09/10/2018 01:57 PM EDT
OD test	Application - #FCN9XGN5B	Approved	10/04/2018 10:30 AM EDT
Office Depot	Application - #FCN9XGN5B	Approved	10/11/2018 11:25 AM EDT

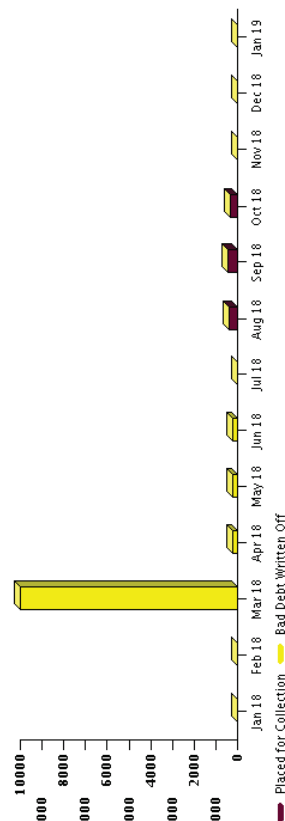
Detailed Trade Risk Insight™

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Days Beyond Terms - Past 3 & 12 Months



Derogatory Events Last 13 Months from Jan 18 to Jan 19



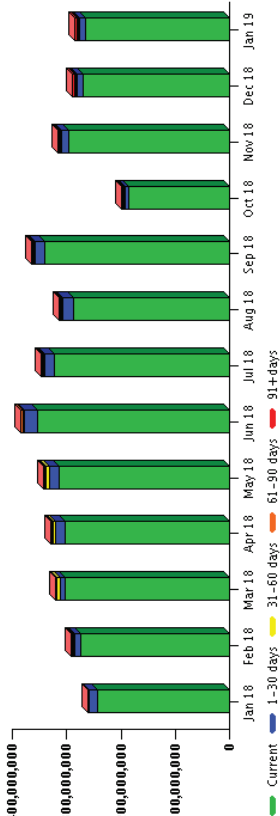
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TEST	Application - #FCHG3PGXE	Approved	10/21/2015 04:54 PM EDT
TEST	Application - #FCHC3PGEC	Approved	10/21/2015 04:56 PM EDT
TEST	Application - #FCHB39EXG	Approved	10/22/2015 05:34 PM EDT
test	Application - #FCHW398CT	Approved	10/22/2015 05:42 PM EDT
test	Application - #FCH38E9YFQ	Approved	10/27/2015 03:58 PM EDT
TEST	Application - #FCHTE5VLY	Approved	10/29/2015 05:26 PM EDT
office depot	Application - #FCHK8PFP	Approved	11/16/2015 11:48 AM EST
office depot	Application - #FCHM8PLKH	Approved	11/16/2015 11:50 AM EST
Office Depot	Application - #FCH36K85K	Approved	12/07/2015 03:24 PM EST
TEST	Application - #FCHG6KXJ5	Approved	12/07/2015 03:27 PM EST
office depot98712	Application - #FCHJ6KXAN	Approved	12/07/2015 03:39 PM EST
OD Land	Application - #FCHW6VHJQ	Approved	12/08/2015 05:39 PM EST
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OD Testing	Application - #FCHFP7BN4	Approved	01/20/2016 12:21 PM EST
OD Test Account	Application - #FCH3P8PDG	Approved	01/21/2016 02:55 PM EST
TM Inc.	Application - #FCHMBCAGE	Approved	01/23/2016 06:11 AM EST
OD Test Account	Application - #FCHJBEA3G	Approved	02/01/2016 01:53 PM EST
OD TEST ACCOUNT	Application - #FCHHBE33	Approved	02/01/2016 02:08 PM EST
OFFICE DEPOT	ACCOUNT - #4086867	Credit Increase Recommended	02/01/2016 04:01 PM EST
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OD TEST	Application - #FCHAG3FBN	Approved	02/10/2016 01:46 AM EST
od test	Application - #FCHH9DD06	Approved	02/10/2016 01:51 AM EST
OD 0212	Application - #FCH9Y9YMY	Approved	02/12/2016 12:37 PM EST
OD 021216	Application - #FCH9Y9YBD	Approved	02/12/2016 12:38 PM EST
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OD 1-19	Application - #FCH93984	Approved	02/16/2016 10:49 AM EST
OD 20-49	Application - #FCHD9396Y	Approved	02/16/2016 10:50 AM EST
OD 50-99	Application - #FCH9398Y	Approved	02/16/2016 10:50 AM EST
OD 100-149	Application - #FCHT9398W	Approved	02/16/2016 10:50 AM EST
OD 150-199	Application - #FCHK93FJH	Approved	02/16/2016 10:50 AM EST
OD 200-249	Application - #FCHN93FDV	Approved	02/16/2016 10:51 AM EST
OD 250-500	Application - #FCHJ93FSG	Approved	02/16/2016 10:51 AM EST
OD 500	Application - #FCHJ93FNE	Approved	02/16/2016 10:51 AM EST
MAB	Application - #FCWKDEB3D	Approved	03/16/2016 02:59 PM EDT
TEST	Application - #FCWFN9Y9W	Approved	03/28/2016 01:58 PM EDT
OD 500	Application - #FCWQKB4X	Approved	04/22/2016 02:02 PM EDT
OD 500	Application - #FCWNNKBY5	Approved	04/22/2016 02:03 PM EDT
OD Flex Test	Application - #FCW6AFWQE	Approved	05/19/2016 11:34 AM EDT
OFFICE DEPOT	ACCOUNT - #808573	Credit Increase Recommended	07/18/2016 12:34 PM EDT
we	Application - #FCFQ8BXQF	Approved	09/09/2016 04:23 AM EDT
468	ACCOUNT - #33147917	Credit Increase Recommended	01/19/2017 02:35 PM EST
OFFICE DEPOT	Application - #FCNBNVE4MN	Approved	04/04/2017 11:57 AM EDT
OFFICE DEPOT - Phoenix	Application - #FCNBNVE43D	Approved	04/04/2017 11:58 AM EDT
OFFICE DEPOT	Application - #FCNCKLAJY	Approved	08/18/2017 05:54 PM EDT
STEVE HOOVER	ACCOUNT - #638744	Credit Review Required	09/05/2017 02:24 PM EDT
OFFICEDEPOT	ACCOUNT - #439407	Credit Increase Recommended	02/21/2018 12:56 PM EST
OD FOR FORMER ODN USERS	Application - #FCNLCKVMM	Approved	02/28/2018 05:43 PM EST
406	ACCOUNT - #33052468	Credit Increase Recommended	04/02/2018 02:41 PM EDT
OD Test	Application - #FCNABAM6L	Approved	05/05/2018 10:04 AM EDT
OD TEST	Application - #FCNMBAXN	Approved	05/05/2018 10:39 AM EDT
950	ACCOUNT - #32962724	Credit Increase Recommended	06/11/2018 02:14 PM EDT

Under no circumstances will the Customer, accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

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Status	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19
Placed for collection	-	-	-	-	-	-	-	365 on 1 acct	438 on 1 acct	326 on 1 acct	-	-	-
Bad debt written off	-	-	9,994 on 4 acct	200 on 1 acct	200 on 1 acct	200 on 1 acct	-	-	-	-	-	-	-

Total Amount Current and Past Due - 13 month trend from Jan 18 to Jan 19



Status	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19
Total	261,256,986	291,887,364	321,381,782	328,435,420	341,561,759	385,327,120	346,241,969	314,915,387	364,960,347	199,845,552	316,592,832	289,316,592	289,316,592
Current	244,007,764	275,037,917	301,780,092	302,772,993	314,413,179	353,785,075	323,431,959	286,986,289	340,741,186	184,616,100	295,359,480	270,295,359	270,295,359
1-30 Days Past Due	13,809,650	10,613,628	9,956,575	17,482,862	17,863,345	23,245,323	16,886,016	19,660,397	17,742,126	8,087,282	13,266,727	11,266,727	11,266,727
31-60 Days Past Due	1,512,902	2,531,503	5,866,781	4,937,204	5,445,784	2,975,707	1,393,872	3,303,968	1,609,985	1,471,711	2,406,066	2,406,066	2,406,066
61-90 Days Past Due	669,972	2,369,452	2,310,120	1,885,263	2,306,325	3,680,202	2,530,921	2,707,192	2,348,228	2,812,171	2,013,805	2,013,805	2,013,805
90+ Days Past Due	1,256,698	1,334,864	1,466,214	1,377,098	1,533,126	1,640,813	1,999,201	2,257,541	2,518,822	2,858,288	3,546,754	3,546,754	3,546,754

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Disclaimer: The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government.



Tab Eight:

National IPA Response Exhibits for Reference (Appendix D, Exhibits C, D, & H)

Proposal for
Office Supplies, Related Products & Services
Prepared for Region 4 ESC & National IPA an OMNIA Partners Company
In response to Solicitation 19-03





OFFICE SUPPLIES | SCHOOL SUPPLIES | FURNITURE & INTERIORS | PRINT & DOCUMENTS | FACILITY RESOURCES | TECHNOLOGY

Tab 8: National IPA Supplemental Appendix D Exhibits (C, D & H)

Appendix D



**Requirements for National Cooperative Contract
To be Administered by
OMNIA Partners**

The following supplemental exhibits, which were included in the solicitation and cited within the text of the response. These are provided as a reference as a supplemental tab in our submission

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

Tab 8: National IPA Supplemental Appendix D Exhibits (C, D & H)

EXHIBIT C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on a OMNIA Partners Party website (such as www.omniapartners.com/publicsector or www.nationalipa.org or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, several suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates

Tab 8: National IPA Supplemental Appendix D Exhibits (C, D & H)

and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIAL PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

[Insert Participating Public Agency Name]

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
d/b/a OMNIA Partners Public Sector

Signature

Signature

Name

Sarah Vavra
Name

Title

Sr. Vice President, Public Sector Contracting
Title

Date

Date

Tab 8: National IPA Supplemental Appendix D Exhibits (C, D & H)

EXHIBIT D – OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

Tab 8: National IPA Supplemental Appendix D Exhibits (C, D & H)

EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS
INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR

CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MC MINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA

CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR

Tab 8: National IPA Supplemental Appendix D Exhibits (C, D & H)

CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT

FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT

MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT

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SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT

UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UTWELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT

WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF
TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION

LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR

WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT

LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES

Tab 8: National IPA Supplemental Appendix D Exhibits (C, D & H)

OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA

SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J

MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT

CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
AVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT

Tab 8: National IPA Supplemental Appendix D Exhibits (C, D & H)

OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT

SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT

UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY

MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE

UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION

OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU

SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

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Tab 8: Additional Required Documents (Appendix C)

APPENDIX C

ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
DOC #2	Antitrust Certification Statements (Tex. Government Code § 2155.005)
DOC #3	Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
DOC #4	Texas Government Code 2270 Verification Form

Tab 8: Additional Required Documents (Appendix C)

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

1/22/19

Date

 VP, Public Sector

Authorized Signature & Title

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Office Depot, Inc.

Address

6600 N Military Trail

Boca Raton, FL 33496

Phone

561-438-4800

Fax

800-593-8830

Contact


Signature

Susan Cummings
Printed Name

Vice President, Public Sector
Title

Official
Authorizing
Proposal


Signature

Susan Cummings
Printed Name

Vice President, Public Sector
Title



Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Office Depot
Boca Raton, FL United States

Certificate Number:
2019-440027

Date Filed:
01/09/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-03

RFP - Office Supplies, Related Products and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION


My name is Susan Cummings

and my date of birth is 5/10/70

My address is 6600 N Military Trail, Boca Raton, FL, 33496, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Gwinnett County, State of GEORGIA, on the 22 day of January, 20 19
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Tab 8: Additional Required Documents (Appendix C)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Susan Cummings, as an authorized representative of Office Depot, Inc., a contractor engaged by Office Depot Inc.

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

1/22/19

Date

Form Revised 10/27/201

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT****TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SMC Initials of Authorized Representative of offeror

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR - 2 C.F.R. §200.322

Participating Agency 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 CFR part 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.

Does Vendor agree? YES SMC Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SMC Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Office Depot, Inc

Address, City, State and Zip Code: 6600 N Military Trail, Boca Raton, FL 33496

Phone Number: 561-438-4800

Fax Number: 800-593-8830

Printed Name and Title of Authorized Representative: Susan Cummings, Vice President, Public Sector

Email Address: Susan.Cummings@Officedepot.com

Signature of Authorized Representative [Signature]

Date: 1/22/19

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

DOC #1

OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Office Depot, Inc.
 Street: 6600 Old Military Trail
 City, State, Zip Code: Boca Raton FL 33496

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

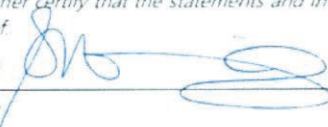
OR:

I Susan Cummings, an authorized representative of Office Depot, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
BlackRock Institutional Trust Company, N.A.	400 Howard Street, San Francisco, California,	13.5%
The Vanguard Group, Inc.	100 Vanguard Blvd, Malvern, PA 19355	10.2%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

1/22/19 
 Date

Vice President, Public Sector
 Authorized Signature and Title

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Office Depot, Inc.
 Street: 6600 North Military Trail
 City, State, Zip Code: Boca Raton, FL 33496

State of New Jersey
 County of Passaic

I, Susan Cummings, residing in Clifton
 Name City


in the County of Passaic State of New Jersey of full age,
 being duly sworn according to law on my oath depose and say that:

I am the Vice President, Public Sector of the firm of Office Depot, Inc.
 Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Office Depot, Inc.
 Company Name

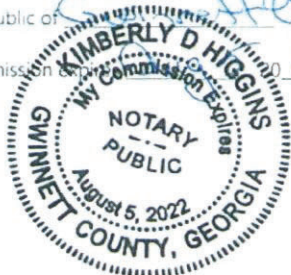

 Vice President, Public Sector
 Authorized Signature & Title

Subscribed and sworn before me

this 22 day of January, 2019.

Kimberly D Higgins
 Notary Public of Georgia

My commission expires 22



SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Office Depot, Inc
Street: 6600 North Military Trail
City, State, Zip Code: Boca Raton, FL 33496

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

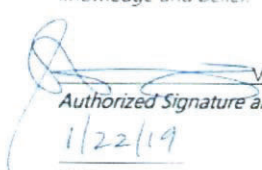
Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the _____
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

 Vice President, Public Sector
Authorized Signature and Title

1/22/19
Date

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

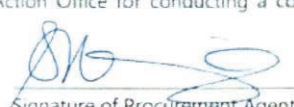
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).


Signature of Procurement Agent

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4,
continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Requirements for National Cooperative Contract

Page 45 of 73

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form[illegible]☐ Check here if the information is continued on subsequent page(s)

Requirements for National Cooperative Contract

Page 46 of 73

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name: Office Depot, Inc.Address: 6600 North Military TrailCity: Boca RatonState: FLZip: 33496-2434

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.


Signature

Susan Cummings
Printed Name

Vice President, Public Sector
Title

Part II – Contribution Disclosure

Disclosure requirement Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

☐ Check here if the information is continued on subsequent page(s)

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Doc #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Doc #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

X I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership☒ X Corporation☐ Sole Proprietorship☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders

Name

BlackRock Institutional Trust Company, N.A.
The Vanguard Group, Inc.

Home Address

400 Howard Street, San Francisco, California,
100 Vanguard Blvd, Malvern, PA 19355

Subscribed and sworn before me this 22nd day of
January, 2019

(Notary Public)

My Commission expires:



Susan Cummings, Vice President, Public Sector
(Print name & title of affiant)

Please see Secretary's Certificate with Seal on next page.
(Corporate Seal)

Tab 7: National IPA Response to a National Program (Appendix D, Exhibits A, B, E, F & G)

Doc #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfcd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

See certificate on subsequent page.

Doc #7

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Solicitation 19-05

Bidder/Offeree: Office Depot, Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name Susan Cummings Relationship to Bidder/Offeree Vice President, F

Description of Activities Provision of office and classroom supplies, products and furniture

Duration of Engagement 3 to 5 years Anticipated Cessation Date 2024

Bidder/Offeree Contact Name Susan Cummings Contact Phone Number 513-881-7288

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Susan Cummings

Signature: [Signature]

Title: Vice President, Public Sector

Date: 1/22/17




NJ Certificate of
Employee Informati

Certification 1356

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2018** to **15-APR-2021**

OFFICE DEPOT, INC.
6600 NO. MILITARY TRAIL
BOCA RATON FL 33496


Elizabeth Maher Muro
ELIZABETH MAHER MURO
State Treasurer

Office DEPOT.

OFFICE DEPOT, INC.

ASSISTANT SECRETARY'S CERTIFICATE

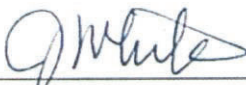
The undersigned, Joseph White, hereby certifies that he is the Assistant Secretary of Office Depot, Inc., a corporation incorporated under the General Corporation Law of the State of Delaware (the "Corporation"), and that, as such, he is authorized to execute this Certificate on behalf of the Corporation, and further certifies that:

1. The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware; and

2. Susan Cummings serves as Vice President, Public Sector Partnerships, and as such, she is authorized to execute bids and contracts for the sale of office supplies on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand as of this 11th day of July, 2017.

OFFICE DEPOT, INC.

By: 

Joseph White
Assistant Secretary



Performance Evaluation Details

ID	E4
Project	Office Supplies, Related Products and Services
Project Number	R190303
Supplier	Office Depot
Supplier Project Contact	Anthony Cornwall (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	04/08/2025
Evaluation Type	Formal
Interview Date	03/31/2025
Expectations Meeting Date	03/31/2025
Status	Completed
Publication Date	04/08/2025 09:48 AM EDT
Completion Date	04/08/2025 09:48 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



Request for Contract Update

Pursuant to the terms of contract number;
R230303 Educational School Supplies, Instructional Solutions, and Related Products
R190303 Office Supplies, Related Products and Services
R211302 Cleaning Supplies, Breakroom, and Related Products
R191812 Furniture, Installation and Related Services
R210405 Technology Solutions, Products and Services
R240112 Furniture, Installation and Related Services

Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

ODP Business Solutions hereby provides notice of the following update on
(Contractor)

this date March 10, 2025.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

- Authorized Distributors/Dealers
Addition
Deletion
Supporting Documentation

- Price Update - Yes
☒ Supporting Documentation
See attached.

- Products/Services
New Addition
Update Only
Supporting Documentation

- Discontinued Products/Services
Supporting Documentation

- States/Territories
Supporting Documentation

- Other
Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Submitted By: Valya Broyer

Title: Vice President, ODP Business Solutions

Email Address: Valya.Broyer@OfficeDepot.com

Approved by Email: Date March 5, 2025 | 11:54 AM CS

Denied by Email: Date DS CW

Signed by: Adam Tabar
Region 4 ESC: A5A9F62707BB46B...



February 26, 2025

Adam Tabor
Director, Procurement
Region 4 Education Service Center
7145 West Tidwell Road, Houston, TX 77092-2096

RE: Tariff Impact and Price Adjustments

Dear Valued Customer,

As you may be aware, the U.S. government has announced that it will be imposing tariffs on goods imported from China, Mexico, and Canada. These tariffs will increase the cost of the products from these countries, and we simply are unable to absorb the entire financial burden.

Therefore, effective as early as March 1, 2025, we will be implementing a price adjustment on those products sourced from China. All price adjustments for affected products will be calculated based on the tariff's specific impact on each product's customer selling price. Attached to this letter is a list of your impacted core list SKUs.

Going forward, we will continuously monitor the imposition of any additional tariffs on products imported from Canada and Mexico, as well as on any other country supplying products to our business, and as a result, we may need to make further price adjustments as may be necessary.

Please know that we are actively exploring ways to mitigate the financial impact of these tariffs and as always, despite these extreme global economic challenges, our commitment to providing you with high-quality products and exceptional service remains unwavering. We believe that these price adjustments are critical to ensuring both the continued sustainability of our business as well as our ability to deliver the utmost value you expect from ODP Business Solutions.

Your service representative will be reaching out with additional details and information so please let them know should you have questions. We appreciate your understanding as we navigate this situation.

Thank you for your valued partnership,

Tom Riccio
SVP of Sales
ODP Business Solutions



November 12, 2024

Valya Broyer
Vice President, Business Solutions
ODP Business Solutions, LLC
6600 North Military Trail
Boca Raton, FL 33496
Email: valya.broyer@odpbusiness.com

Re: Renewal Award of Contract #R190303

Dear Ms. Broyer:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 29, 2024, Region 4 ESC is pleased to announce that ODP Business Solutions, LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on January 24, 2019, and subsequent performance thereafter:


Contract

Office Supplies, Related Products and Services

The contract will expire on June 30, 2026, completing the seventh year of a ten-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Melissa Williams, at (810) 666-0972 or melissa.williams@omniapartners.com.

The partnership between ODP Business Solutions, LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:

A5A9F62707BB46B...
Adam Labor, MBA, RTSBA
Director, Procurement

DS




Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0471

Meeting Date: 6/18/2025

Department

Sheriff

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

Request approval to amend an existing contract - Sheriff's Office, 17RFP07012016B-BR, Inmate Medical Services with NaphCare of Fulton County, LLC (Birmingham, AL) to increase the spending authority for Year 7 (effective July 1, 2025 through December 31, 2025) in the amount of \$948,060.00; to amend the annual and monthly compensation for years 8 - 10; to adjust staffing levels to meet patient care needs; and, to adjust the Average Daily Population to include all County Jail Facilities. Effective upon BOC approval.

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

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

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

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 amendment will amend the existing agreement for staffing modifications in order to comply with the Department of Justice Consent Decree for physical and mental health services .

I. Article 10, Compensation, Exhibit E shall be deleted and replaced with the attached Exhibit

E which provides, effective June 1, 2025, additional compensation for Service Provider to modify its staffing levels.

- II. Schedule 1, Staffing Levels, set forth in Amendment No. 4 shall be deleted and replaced with the attached Schedule 1, Staffing Levels.
- III. Article 11, Personnel and Equipment, Paragraph 11.4 shall be deleted and replaced with the following language:

11.4 Service Provider will provide medical, dental, technical, and support personnel necessary for the staffing of Inmate Medical Services as described in and as required by this Agreement. Service Provider shall provide staffing as described in Schedule 1 of this Agreement, attached hereto and incorporated herein by reference. The Parties mutually agree that the ADP is two thousand seven hundred (2,700) and is applicable to the County's inmate patient population physically housed in the Fulton County jail at Rice Street, Atlanta City Detention Center ("ACDC"), the South Annex, and Alpharetta jails. If the ADP either exceeds two thousand nine hundred (2,900) or is below two thousand five hundred (2,500) for at least two (2) consecutive months, then Parties hereby agree to meet and confer to establish new staffing levels and adjust compensation accordingly. Furthermore, should Service Provider be required to provide additional staffing not set forth within this Agreement as a result of any Court Order, Consent Decree, or otherwise, County shall be responsible for payment to Service Provider for any costs associated with same, notwithstanding, any such modification(s) or obligations to make payments to the agreement shall not become effective or binding unless approved by the Board of Commissioners and shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

NaphCare Amended Pricing			Monthly
Year 8	1/1/2025 - 5/30/2025	Seventh Renewal	\$2,928,621.43
Amended Seventh Renewal Term Pricing (Effective 6/1/2025)		Addition of 23.8 FTE	\$255,754.38
		Reduction of 9.5 FTE	\$(71,657.32)
		RN/LPN Swap	\$32,245.43
		Reduction of ADP	\$(58,333.33)
Amended Seventh Renewal Term 6/1/2025 - 12/31/2025 Total			\$3,086,630.59

This Amendment also amends the annual amount for Renewals 7- 9 as detailed in Exhibit 1, Amendment No. 4 to Form of Contract.

NaphCare Amended Pricing	Annual (Partial)	Monthly
--------------------------	------------------	---------

Amended Year 8	1/1/2025 -	Seventh R	\$14,643,107.15	\$2,928,621.43
Amended Year 8	7/1/2025 -	Seventh R	\$22,014,747.47	\$3,086,630.59
Amended Year 9	1/1/2026 -	Eighth Re	\$39,249,149.76	\$3,210,095.81
Amended Year 10	1/1/2027 -	Ninth Ren	\$40,819,115.76	\$3,338,499.64

Scope of Work: To provide comprehensive correctional physical and mental health services to inmates at the Fulton County jail facilities including the Rice Street Jail, Atlanta City Detention Center and any other jail facility as determined by the Fulton County Sheriff's Office.

Community Impact: Facilitate a safe environment to provide physical and mental health services to individuals housed in Fulton County jail facilities.

Department Recommendation: Recommend approval.

Project Implications: The Sheriff's Office is Constitutionally required to provide inmate healthcare at all Fulton County jail facilities.

Community Issues/Concerns: There must be a safe environment to provide physical and mental health services to individuals housed in Fulton County jail facilities.

Department Issues/Concerns: The Sheriff's Office is Constitutionally required to provide inmate healthcare at all Fulton County jail facilities.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-0934	11/15/2017	\$20,730,349.08
Renewal No. 1/Amendment No. 1	18-1006	12/19/2018	\$21,559,563.04
Amendment No. 2	19-0610	8/7/2019	\$440,157.73
Renewal No. 2	19-0839	10/16/2019	\$24,181,655.29
Renewal No. 3	20-0743	10/21/2020	\$25,131,315.19
Renewal No. 4	21-0955	12/1/2021	\$26,118,961.49
Renewal No. 5	22-0675	9/21/2022	\$27,146,113.64
Amendment No. 3	23-0381	6/7/2023	\$4,786,187.20
Renewal No. 6	23-0831	11/15/2023	\$33,791,785.73
Renewal No. 6 pass through costs			\$5,500,000.00
Amendment No. 4	23-0830	11/15/2023	\$1,200,394.20

Renewal No. 7	24-0745	11/6/2024	\$35,143,457.16
Renewal No. 7 pass through costs			\$6,000,000.00
Amendment No. 5			\$948,060.00
Total Revised Amount			\$232,677,999.75

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

Contract Value: \$948,060.00
Prime Vendor: NaphCare
Prime Status: Non-Minority
Location: Birmingham, AL
County: Jefferson County
Prime Value: \$915,920.77 or 96.61%

Subcontractor: CharDonnay Dialysis, Inc.
Subcontractor Status: White Female Business Enterprise
Location: Danville, IL
County: Vermillion County
Contract Value: \$4,740.30 or 0.50%

Subcontractor: Bio-Reference Laboratories, Inc.
Subcontractor Status: Non-Minority
Location: Elmwood Park, NJ
County: Passaic County
Contract Value: \$14,789.74 or 1.56%

Subcontractor: Global Diagnostic
Subcontractor Status: African American Male Business Enterprise
Location: Conyers, GA
County: Rockdale County
Contract Value: \$12,324.78 or 1.30%

Subcontractor: Institutional Eye Care
Subcontractor Status: Non-Minority
Location: Lewisburg, PA
County: Union County
Contract Value: \$284.42 or 0.03%

Total Contract Value: \$948,060.00 or 100.00%
Total Certified Values: \$17,065.08 or 1.80%

Exhibits Attached

Exhibit 1: Amendment No. 5 to Form of Agreement

Exhibit 2: Performance Evaluation

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$20,730,349.08
Previous Adjustments: \$210,999,590.67
This Request: \$948,060.00
TOTAL: **\$232,677,999.75**

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

100-330-3302-1158: General, Sheriff's Office, Medical Services

Key Contract Terms	
Start Date: 6/1/2025	End Date: 12/31/2025
Cost Adjustment: \$948,060.00	Renewal/Extension Terms: T renewal options remain

Overall Contractor Performance Rating:82**Would you select/recommend this vendor again?**

Yes

Report Period Start: 1/1/2025
Report Period End: 3/31/2025

AMENDMENT NO. 5 TO FORM OF CONTRACT

Contractor: NaphCare of Fulton County, LLC

Contract No.: 17RFP07012016B-BR, Inmate Medical Services

Address: 2090 Columbiana Road, Suite 4000
Birmingham, AL 35216

Telephone: 205-536-8400

E-mail: brad.mclane@naphcare.com

Contact: Bradford T. McLane
Chief Executive Officer

WITNESSETH

WHEREAS, Fulton County (“County”) entered into a contract with NaphCare, Inc. to provide Medical Services on behalf of the Fulton County Sheriff’s Office (“Sheriff’s Office”) to individuals housed at the Fulton County jail, effective January 1, 2018 (the “Agreement”); and

WHEREAS, the County and NaphCare, Inc. entered into Amendment No.1, effective January 1, 2019, which clarified the Scope of Work regarding National Commission on Correctional Health Care (“NCCHC”) and American Medical Association (“AMA”) accreditation and modified the renewal terms and compensation; and

WHEREAS, the County and NaphCare, Inc. entered into Amendment No. 2, effective August 7, 2019, which amended the Scope of Work in order to add professional services for the Mental Health Stabilization Unit (“MHSU”); and

WHEREAS, the County and NaphCare, Inc., entered into Amendment No. 3, effective July 1, 2023, which amended the Scope of Work to revise the Agreement with changes to or addition of provisions related to indemnification, insurance, base compensation, the average daily population (“ADP”), HIV, Hepatitis C, and blood factor medication costs, staffing, security personnel, computer hardware upgrade costs, outstanding invoices, facility opening/reopening responsibilities and the County through its Board of Commissioners, agreed to, the assignment of the Agreement to and assumption of the Agreement by NaphCare of Fulton County, LLC; and

WHEREAS, the County and NaphCare of Fulton County, LLC entered into Amendment No. 4, effective July 31, 2023, which amended the Scope of Work to revise the Agreement with changes to base compensation, staffing, and Information Technology (IT) costs to facilitate the

reopening of the South Annex and added additional security personnel at the Atlanta City Detention Center (ACDC); and

WHEREAS, the County and NaphCare of Fulton County, LLC have met and conferred pursuant to Article 4, Section 4.11 of the Agreement, as amended, and wish to adjust staffing and base compensation to meet patient care needs at the Fulton County Jail; and

WHEREAS, Article 7 of the Agreement provides for amendments or modifications to be in writing and conform to the requirements of Fulton County Purchasing Code §102-420; and

THEREFORE, Fulton County, on behalf of the Fulton County Sheriff's Office, and NaphCare of Fulton County, LLC (hereinafter referred to as "Service Provider") agree to amend the Agreement as follows:

- I. Article 10, Compensation, Exhibit E shall be deleted and replaced with the attached Exhibit E which provides, effective July 1, 2025, additional compensation for Service Provider to modify its staffing levels.
- II. Schedule 1, Staffing Levels, set forth in Amendment No. 4 shall be deleted and replaced with the attached Schedule 1, Staffing Levels.
- III. Article 11, Personnel and Equipment, Paragraph 11.4 shall be deleted and replaced with the following language:

11.4 Service Provider will provide medical, dental, technical, and support personnel necessary for the staffing of Inmate Medical Services as described in and as required by this Agreement. Service Provider shall provide staffing as described in Schedule 1 of this Agreement, attached hereto and incorporated herein by reference. The Parties mutually agree that the ADP is two thousand seven hundred (2,700) and is applicable to the County's inmate patient population physically housed in the Fulton County jail at Rice Street, Atlanta City Detention Center ("ACDC"), the South Annex, and Alpharetta jails. If the ADP either exceeds two thousand nine hundred (2,900) or is below two thousand five hundred (2,500) for at least two (2) consecutive months, then Parties hereby agree to meet and confer to establish new staffing levels and adjust compensation accordingly. Furthermore, should Service Provider be required to provide additional staffing not set forth within this Agreement as a result of any Court Order, Consent Decree, or otherwise, County shall be responsible for payment to Service Provider for any costs associated with same, notwithstanding, any such modification(s) or obligations to make payments to the agreement shall not become effective or binding unless approved by the Board of Commissioners and shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

This Amendment is effective July 1, 2025.

Except as modified herein, all other terms and conditions set forth within the Agreement and any Amendment thereto, unless otherwise modified accordingly, shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment 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

SERVICE PROVIDER:
NAPHCARE OF FULTON COUNTY, LLC

Robert L. Pitts, Chairman
Board of Commissioners

Bradford T. McLane
Chief Executive Officer

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Patrick Labat, Sheriff
Fulton County Sheriff's Office

**EXHIBIT E
COMPENSATION**

NaphCare Amended Pricing		Monthly	
Year 8	1/1/2025 - 6/30/2025	Seventh Renewal Term	\$ 2,928,621.43
Amended Seventh Renewal Term Pricing (Effective 7/1/2025)		Addition of 23.8 FTEs	\$ 255,754.38
		Reduction of 9.5 FTEs	\$ (71,657.32)
		RN/LPN Swap	\$ 32,245.43
		ADP Reduction	\$ (58,333.33)
Amended Seventh Renewal Term 7/1/2025 - 12/31/2025 Total			\$ 3,086,630.59

*** Please note, these are estimated costs and will need to be revisited each year to determine actual costs and trends in medication need and use to accurately set the budget for these items.**

NaphCare Amended Pricing			Annual (Partial)	Monthly
Amended Year 8	1/1/2025 - 6/30/2025	Seventh Renewal Term	\$ 17,571,728.58	\$ 2,928,621.43
Amended Year 8	7/1/2025 - 12/31/2025	Seventh Renewal Term	\$ 18,519,783.54	\$ 3,086,630.59
Amended Year 9	1/1/2026 - 12/31/2026	Eighth Renewal Term	\$ 38,521,149.72	\$ 3,210,095.81
Amended Year 10	1/1/2027 - 12/31/2027	Ninth Renewal Term	\$ 40,061,995.68	\$ 3,338,499.64

SCHEDULE 1—STAFFING LEVELS

Fulton County, GA NaphCare of Fulton County, LLC Staffing			
Positions	Amendment No. 4	Amended	Amendment No. 5 Total
Administrative Assistant	4.000	0.000	4.000
Associate H.S.A	2.000	0.000	2.000
Associate Mental Health Director	2.000	0.000	2.000
Certified Nursing Assistant	0.000	4.200	4.200
Compliance Coordinator	0.000	1.000	1.000
Dental Assistant	2.200	0.000	2.200
Dentist	2.200	0.000	2.200
Director of Nursing	1.000	0.000	1.000
Health Services Administrator	1.000	0.000	1.000
Infectious Disease Physician	0.200	0.000	0.200
Licensed Practical Nurse	53.400	-3.100	50.300
Medical Assistant	19.900	-4.200	15.700
Medical Director	1.000	0.000	1.000
Medical Records Clerk - Site	3.000	0.000	3.000
Medical Discharge Pl	0.000	1.000	1.000
Mental Health Clinician (MHSU)	3.000	0.400	3.400
Mental Health Discharge (MHSU)	1.000	1.000	2.000
Mental Health Director	1.000	0.000	1.000
Mental Health Professional	15.600	0.800	16.400
Nurse Practitioner	18.050	0.000	18.050
OBGYN - MD	0.200	0.000	0.200
Paramedic	4.200	-4.200	0.000
Paramedic Educator	1.000	-1.000	0.000
Pharmacy Technician	2.000	1.000	3.000
Psych Nurse Practitioner	4.000	2.200	6.200
Psychiatrist	1.000	0.000	1.000
Reentry Coordinator	1.000	0.000	1.000
Registered Nurse	30.300	13.200	43.500
RN Supervisor	6.300	0.000	6.300
Staff Physician	2.000	0.000	2.000
STATCare NP	0.000	1.000	1.000
Sub. Abuse Discharge	0.000	1.000	1.000
GRAND TOTAL	182.550	14.300	196.850

Performance Evaluation Details

ID	E9
Project	Inmate Medical Services
Project Number	17RFP07012016B-BR
Supplier	NaphCare
Supplier Project Contact	Paul Britt (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2025 to 03/31/2025
Effective Date	04/03/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/03/2025 03:19 PM EDT
Completion Date	04/03/2025 03:19 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

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

Comments

Very proactive in assisting with consent decree requirements as evidenced by sending a contract amendment with an updated staffing matrix designed to meet requirements of the consent decree.

SCHEDULE

17/20

Rating

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

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

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

Comments

Minimal staffing not maintained per contract.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Very proactive in assisting with consent decree requirements, including sending a contract amendment with an updated staffing matrix designed to meet requirements of the consent decree.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0472

Meeting Date: 6/18/2025

Department

Sheriff

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

Request approval to renew an existing contract - Sheriff's Office, 22RFP0405B-PS, Delinquent Tax Sales with Government Tax Services, Inc. (Carrollton, Georgia) to provide type-written title examinations, abstracts, and delinquent tax sales preparation services. This action exercises the third of three renewal options. No renewal options remain. Effective August 1, 2025, through July 31, 2026. This is a revenue neutral contract.

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)*

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: Per approved BOC# 24-0063 all expenses incurred by the County for the work provided by Contractor to aid the Fulton County Sheriff's Office in officially conducting a tax sale are paid to the Sheriff's Office by the successful bidder/purchaser at such sale and the Sheriff's Office remits said monies to the County which, in turn, compensates the Contractor. As a result, there is no cost to the County for the work provided by Contractor."

Scope of Work: To provide type-written title examinations and abstracts and other delineated

delinquent, pre-tax sales preparation services to the Fulton County Sheriff's Office and to provide certain delineated post-tax sale services (collectively, the "Delinquent Tax Sales Preparation Services") to the Fulton County Sheriff's Office in connection with each successful tax sale.

Community Impact: None

Department Recommendation: Recommends Approval

Project Implications: This is a revenue neutral agreement

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0494	7/13/2022	Revenue Neutral
90 Day Extension	102-364	8/14/2023	Revenue Neutral
1st Renewal	23-0614	9/20/2023	Revenue Neutral
Amendment No. 1	24-0063	1/24/2024	Revenue Neutral
90 Day Extension	102-364	7/31/2024	Revenue Neutral
2 nd Renewal	24-0671	10/16/2024	Revenue Neutral
3rd Renewal			Revenue Neutral
Total Revised Amount			Revenue Neutral

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

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation

Exhibit 3: Performance Evaluation

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

Damichell Hightower, Accounting Supervisor, Sheriff's Office, 404-612-6857

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: 0.00
Previous Adjustments: 0.00
This Request: 0.00
TOTAL: 0.00

Grant Information Summary

Amount Requested: N/A ☐ Cash
Match Required: N/A ☐ In-Kind
Start Date: N/A ☐ Approval to Award
End Date: N/A ☐ Apply & Accept
Match Account \$: N/A

Fiscal Impact / Funding Source**Funding Line 1:**

421-330-3310-1160: Sheriff's Office Sale Trust, Sheriff, Professional Services-Revenue

Key Contract Terms	
Start Date: 8/1/2025	End Date: 7/31/2026
Cost Adjustment: N/A	Renewal/Extension Terms: N/A Renewal Options Remain

Overall Contractor Performance Rating: 100**Would you select/recommend this vendor again?**

Yes

Report Period Start: 2/2/2025
Report Period End: 5/1/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Sheriff

BID/RFP NUMBER: 22RFP0405B-PS – R3

BID/RFP TITLE: Delinquent Tax Sales Preparation Services

ORIGINAL APPROVAL DATE: July 13, 2022

RENEWAL EFFECTIVE DATES: August 1, 2025 through July 31, 2026

RENEWAL OPTION #: 3 OF 3

NUMBER OF RENEWAL OPTIONS: 0

RENEWAL AMOUNT: No cost to the County

COMPANY'S NAME: Government Tax Services, LLC

ADDRESS: 124 Newnan St

CITY: Carrollton

STATE: GA

ZIP: 30117

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

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

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA

Government Tax Services, LLC

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

**Pierce T. Waldrep
CEO**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Patrick “Pat” Labat, Sheriff
Fulton County Sheriff Office**

**Heather Pearson
Notary Public**

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____	ITEM#: _____ 2nd RM: _____
REGULAR MEETING	SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	May 21, 2025
Department:	SHERIFF
Contract Number:	22RFP0405B-PS
Contract Title:	Delinquent Tax Sales Preparation 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.

Conducted the RFP process whereby vendors submitted bids and cost was a determining factor as to who was awarded the contract.

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

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

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

Explanation / Notes:

Click here to enter text.

☐ **Market Survey of other jurisdictions:**

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

Explanation / Notes:

Click here to enter text.

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

Click here to enter text.

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

\$536,570.00

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:	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 Sheriff's Office would not be able to fulfill its mandated responsibilities.

Damichell Hightower

May 21, 2025

Prepared by

Date

Monica Jones

May 21, 2025

Department Head

Date

Performance Evaluation Details

ID	E8
Project	Delinquent Tax Sales Preparation Services
Project Number	22RFP0405B-PS
Supplier	Government Tax Services, LLC
Supplier Project Contact	Pierce Waldrep (preferred language: English)
Performance Program	Professional Services
Evaluation Period	02/02/2025 to 05/01/2025
Effective Date	05/05/2025
Evaluation Type	Formal
Interview Date	05/05/2025
Expectations Meeting Date	05/05/2025
Status	Completed
Publication Date	05/05/2025 09:32 AM EDT
Completion Date	05/05/2025 09:32 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

Throughout the evaluation period, (2/2/2025 to 5/1/2025) the Contractor demonstrated complete understanding of the project objectives, risks, and requirements. The Contractor received 1,804 delinquent tax liens, for 259 parcels assigned to Sheriff's June and August Levy Sales. The Contractor also prepared 24 Tax Deeds for liens sold at the Sheriff's February, March, and April 2025, Levy Sales.

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

During the evaluation period, (2/2/2025 to 5/1/2025) the Contractor met the project milestones by preparing the required documents ahead of schedule, to include the Sheriff's Entry of Service documents, maps, and advertisement drafts for publication.

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

During the evaluation period, (2/2/2025 to 5/1/2025) the Contractor produced quality work products, to include title exams, delinquent tax notices (20 & 10-Day), advertisement drafts, Sheriff's Tax Deeds, and Notice of Excess Funds, for liens assigned to March, April, May, and June 2025. Levy Sales.

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

Throughout the evaluation period (2/2/2025 to 5/1/2025) the Contractor's staff was responsive to phone calls and email communications. Our requests for documents and or information was provided, promptly. Our entire staff attended training that was provided by the Contractor, which was very beneficial.

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

Government Tax Services, LLC remains an outstanding partner and continues to provide exceptional customer service and extraordinary quality of deliverables.

GENERAL COMMENTS

Comments

We look forward to our continued partnership with Government Tax Services, LLC



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0473

Meeting Date: 6/18/2025

Department

Medical Examiner

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

Request approval to renew an existing contract on behalf of the Fulton County Office of the Medical Examiner and the Emory University School of Medicine Office of Graduate Medical Education Department of Pathology to provide clinical education experiences for graduate medical students enrolled in the Forensic Pathology Fellowship Program; and authorizing the County Attorney to make any necessary modifications thereto prior to execution. The County is not required to pay any compensation. This action exercises the fourth of five (5) renewal options.

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

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

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background The Medical Examiner's Office desires to collaborate with the Emory University School of Medicine to provide training for the fellows participating in a rotation with the school's M.D. Degree. The contract was originally approved on August 17, 2022, (Agenda Item 22-0559) and renewed on September 20, 2023, (Agenda Item 23-0615).

Scope of Work: The Medical Examiner's Office desires to collaborate with the Emory University School of Medicine to provide a forensic pathology training program for medical students, residents, and fellows within the Medical Examiner's Office. The training program will provide a forensic pathology training for residents and fellows subject to the applicable law and regulations, including those for the Accreditation Council for Graduate Medical Education ("ACGME").

Community Impact: N/A

Department Recommendation: Emory University School of Medicine Office of Graduate Medical Education Department of Pathology

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Emory University School of Medicine: Office of Graduate Medical Education Fellowship Training Program Letter of Agreement:

This document, effective as of July 1, 2025 serves as a program letter of agreement (PLA) between Emory University, by and through its School of Medicine on behalf of its Department of Pathology and its Forensic Pathology Fellowship Program (“Emory”) and Fulton County, on behalf of the Fulton County Medical Examiner’s Office (“Participating Site”).

The purpose of this PLA is to guide and direct the parties respecting their affiliation to provide clinical education experiences (“Education Experience”) for Emory fellows at Participating Site.

Unless sooner canceled as provided below, the term of this PLA will be four (4) years, commencing on the Effective Date. This PLA may be renewed by mutual written consent of the parties. It also may be canceled at any time by either party upon not less than thirty (30) days written notice; provided that all fellows currently enrolled or participating in an Education Experience at Participating Site at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the fellow until the sooner of each fellow’s individual completion of the Education Experience or six (6) months from the date of the notice of termination.

1. Persons Responsible for Education and Supervision

At Emory: Charlie Hill, MD
Program Director

At Participating Site: Karen E. Sullivan, MD
Site Director

Other physicians at Participating Site:
Colin Hebert, MD
Harrison Moosavi, MD
Rochelle Simon, MD
Shamaya Creagh-Winters, MD
Stephanie Zheng, MD

The above-mentioned people are responsible for the education and supervision of the fellows while rotating at Participating Site.

2. Responsibilities

Participating Site will maintain sole administrative and professional supervision of fellows insofar as their presence and education experiences affect the operation of Participating Site.

Participating Site’s physicians must provide appropriate supervision of fellows and maintain a learning environment conducive to educating the fellows in the Accreditation Council for Graduate Medical Education (ACGME) competency areas.

Participating Site must evaluate fellow performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

3. Content and Duration of the Educational Experiences

The content of the educational experiences has been developed according to ACGME or Emory requirements and include the goals and objectives in the basic training curriculum documents provided to the fellow.

(This PLA is not valid if goals and objectives are not included or available at a specific location for review)

In cooperation with Emory Director, Site Director and the physicians at Participating Site are responsible for the day-to-day activities of the fellows to ensure that the outlined goals and objectives are met during the course of the educational experiences at Participating Site.

The duration(s) of the assignment(s) to Participating Site is (are): 12 months. Post Graduate Year (PGY) 4 or above.

- 4. Policies and Procedures that Govern Fellow Education.** Fellows will be under the general direction of Emory's Graduate Medical Education Committee's and Emory's Policy and Procedure Manual (http://med.emory.edu/gme/housestaff/housestaff_policies/index.html) and Participating Site's policies and procedures.
- 5. Insurance.** Each party shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers **or self-insurance programs covering itself**. Each party shall make reasonable business efforts to provide the other written notice of any material changes in the above-referenced insurance coverage.
- 6. Responsibility.** Each party shall be responsible for its own acts and omissions under this PLA.
- 7. Governing Law.** This PLA, and any claim, action, suit, proceeding or dispute arising out of or in connection with this PLA, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia, without regard to the conflicts of laws provision thereof. Any action or proceeding brought by either party to enforce its rights under this PLA shall be brought exclusively in any state or superior court of competent jurisdiction located in the County of Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.
- 8. Notices.** Any notices or other communication required or allowed under this PLA shall be in writing and will be deemed sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

If to Emory:

Emory University School of Medicine
100 Woodruff Circle, N.E., Suite 327
Atlanta, Georgia 30322
Attn: Philip Shayne, MD, Associate Dean, GME

If to Participating Site:

Fulton County Medical Examiner's Office
430 Pryor St.
Atlanta, GA 30312

With a Copy to:

Office of the General Counsel
Emory University
201 Dowman Drive
312 Administration Building
Atlanta Georgia 30322
Attn: Deputy General Counsel/Chief Health Counsel

- 9. Relationship of Parties.** It is expressly understood and agreed that this PLA is not intended and shall not be construed to create a relationship of agent, employee, partnership, joint venture or association between the parties, but is rather an agreement by and between two independent contractors.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have affixed their signatures below.

Program Director, Emory	Date
Name: Charlie Hill, MD	

Associate Dean, Graduate Medical Education	Date
& DIO, Emory	
Name: Philip Shayne, MD	

Chief Medical Examiner	Date
Fulton County Medical Examiner's Office	
Name: Karen E. Sullivan, MD	

Chairman	Date
Fulton County Board of Commissioners	
Name: Robert Pitts	

Clerk to Commission	Date
Name: Tonya Grier	

Office of the County Attorney	Date
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0474

Meeting Date: 6/18/2025

Department

Medical Examiner

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

Request approval to renew an existing contract on behalf of the Fulton County Office of the Medical Examiner and the Emory University School of Medicine to provide clinical education experiences for students enrolled in, or visiting students participating in, a rotation with the Medical School's M.D. Degree; and authorizing the County Attorney to make any necessary modifications thereto prior to execution. The County is not required to pay any compensation. Effective upon approval for five (5) years.

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

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

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background The Medical Examiner's Office desires to collaborate with the Emory University School of Medicine to provide training for medical students, residents, and fellows in the Medical Examiner's Office, which will include clinical education experiences for students participating

in a rotation with the school's M.D. Degree.

Scope of Work: The purpose of this Agreement is to provide clinical education experiences at the Medical Examiner's office ("Facility") for students who are enrolled in, or visiting students participating in a rotation with, School's M.D. Degree. The Facility shall appoint a qualified Facility employee who will be responsible for coordinating and supervising the Education Experiences of the Students at Facility. The Facility will retain responsibility for the care of patients and will maintain sole administrative and professional supervision of Students insofar as their presence and Education Experiences affect the operation of Facility and its care, direct and indirect, of patients. Facility will provide adequate clinical facilities for Students in accordance with the clinical objectives developed through cooperative planning by School faculty and Facility staff. Facility shall permit Students to use the facilities and resources of the Facility when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of the Facility.

Community Impact: N/A

Department Recommendation: Emory University School of Medicine

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

**CLINICAL TRAINING AFFILIATION AGREEMENT
BETWEEN
EMORY UNIVERSITY SCHOOL OF MEDICINE AND
FULTON COUNTY, GA**

This agreement ("Agreement") is made as of _____, 2025 ("Effective Date") between Emory University, a Georgia non-profit institution, by and through its School of Medicine, with an office at 100 Woodruff Circle N.E., Atlanta, GA 30322 ("School") and Fulton County, Ga, on behalf of the Fulton County Medical Examiner's Office, with an office at 430 Pryor St. Atlanta, GA 30312 ("Facility").

- A. PURPOSE.** The purpose of this Agreement is to guide and direct the parties respecting their affiliation to provide clinical education experiences ("Education Experience") at Facility for students who are enrolled in, or visiting students participating in a rotation with, School's M.D. Degree.
- B. TERM AND TERMINATION.** Unless sooner cancelled as provided below, the term of this Agreement will be five (5) years, commencing on the Effective Date. This Agreement may be renewed by mutual written consent of the parties. It also may be cancelled at any time by either party upon not less than thirty (30) days written notice, provided that all Students currently enrolled or participating in an Education Experience at Facility at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the Students, until the sooner of each Student's individual completion of the Education Experience or six (6) months from the date of the notice of termination.

C. GENERAL UNDERSTANDING

- 1) Education Experience. The Education Experience to be provided will be of such content and cover such periods of time as may be mutually agreed upon by School and Facility, from time to time. The starting and ending date for each Education Experience will be agreed upon before the program begins.
- 2) Student Participants. The number of Students designated for participation in an Education Experience will be determined by mutual agreement of School and Facility and may at any time be altered by mutual agreement. All Students must be acceptable to both parties, and either party may withdraw any Student from an Education Experience based upon perceived lack of competency on the part of the Student, the Student's failure to comply with the rules and policies of Facility, or for any other reason that causes either party to reasonably believe that it is not in the best interest of the party for the Student to continue.
- 3) Non-Discrimination. To the extent applicable, both parties shall abide by the requirements of the United States Code of Federal Regulations - 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. In addition, the parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.

D. SCHOOL'S RESPONSIBILITIES

- 1) Faculty Liaison. School shall assign appropriate faculty representatives from each of School's programs who shall be responsible for medical student teaching and shall assign a faculty member as liaison between School and Facility.
- 2) Student Selection; Responsibility of Academic Affairs. School shall use its best efforts to select Students for participation in the Education Experience who are prepared for effective participation in the clinical training phase of their education. Only Students who have satisfactorily completed the prerequisite didactic portion of

their curriculum will be selected for participation in the Education Experience. School will retain ultimate responsibility for academic affairs, the education and evaluation of Students, and the assurance of Student and faculty access to appropriate academic resources for Student education.

- 3) Student Compliance. School shall inform Students that they shall be required to comply with Facility's rules, regulations and procedures, and shall use its best efforts to keep Students informed as to the same and any changes therein of which School is made aware. Specifically, School shall keep each Student apprised of his or her responsibilities, including but not limited to the following:
 - a) To wear a name tag that clearly identifies him/her as a Student.
 - b) To report to Facility on time and to follow all rules and regulations of Facility.
 - c) To obtain the necessary and appropriate uniforms and supplies required where not provided by Facility.
 - d) To follow the administrative policies, standards and practices of Facility when in Facility.
 - e) To comply with federal and state laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the federal regulations issued thereunder (collectively "HIPAA"), regarding the confidentiality of all medical, health, financial and social information (including mental health) pertaining to particular clients or patients.
 - f) To refrain from publishing any material related to the clinical education experience that identifies Facility or its patients or staff, directly or indirectly, or uses the name of Facility, without first obtaining written approval from Facility.
 - g) To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
 - h) To follow Centers for Disease Control and Prevention (C.D.C.) Universal Precautions for Bloodborne Pathogens, C.D.C. Guidelines for Tuberculosis Infection Control and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standards.
- 4) Vaccinations
 - a) School shall require each Student to maintain proof of a current TB test, the results of which will be made available to Facility upon request. School shall advise each Student and faculty member that any expenses resulting from illness or injury occurring during his/her experience at Facility may be the responsibility of that individual and shall inform all Students and faculty of the need to maintain health insurance.
 - b) School shall require each Student to provide documentation of the fact that he or she has been appropriately vaccinated against influenza, measles, mumps and rubella (MMR); has satisfactorily proven immunity to these diseases, according to current CDC guidelines; or is unable, for bona fide medical reasons, to receive such vaccinations.
 - c) School shall require each Student to provide documentation of the fact that he or she: (1) has received the complete hepatitis B vaccination series; or (2) has begun the hepatitis B vaccine series and will complete the full series before the end of clinical training; or (3) has satisfactorily proven immunity to hepatitis B through antibody testing; or (4) is unable, for bona fide medical reasons to receive such vaccination.
- 5) Student Accommodations. School and Facility acknowledge that it is the sole responsibility of each Student to arrange for the Student's living accommodations while participating in the Education Experience at Facility.
- 6) School Insurance. School shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self-insurance programs covering itself. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. School shall make reasonable business efforts to provide written notice to Facility of any material changes in the above-referenced insurance coverage. Facility

shall have a right to terminate this Agreement in the event of changes in School's insurance that are unacceptable.

E. FACILITY'S RESPONSIBILITIES

- 1) Facility Liaison. Facility will assign a staff representative as liaison between Facility and School.
- 2) Coordination and Supervision. Facility shall appoint a qualified Facility employee who will be responsible for coordinating and supervising the Education Experiences of the Students at Facility.
- 3) Patient Care. Facility will retain responsibility for the care of patients and will maintain sole administrative and professional supervision of Students insofar as their presence and Education Experiences affect the operation of Facility and its care, direct and indirect, of patients.
- 4) Use of Facilities. Facility will provide adequate clinical facilities for Students in accordance with the clinical objectives developed through cooperative planning by School faculty and Facility staff. Facility shall permit Students to use the facilities and resources of the Facility when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of the Facility.
- 5) Evaluation. Facility staff will, upon request, assist School in the evaluation of the learning and performance of Students, provided the Student has signed a consent to the exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. Although School shall retain all required consents, Facility will have the right to rely on such consents and to obtain copies of such consents upon request. Any evaluation of Students by Facility will relate only to the general Student participation in the Education Experience and will in no way be construed as a certification by Facility as to the competence of any Student or a representation by Facility of any Student's ability or competence in connection with the practical implementation of any knowledge gained through the Education Experience.
- 6) Student Information. Facility acknowledges that the information provided by School, or others on behalf of School, that directly relates to any Student, including academic information, professional information (e.g., licenses obtained, suspension, revocation); training and/or certifications; health information; and the results of any criminal background check and/or drug testing/treatment information, hereinafter ("Student information") is protected by the Family Educational Rights and Privacy Act (FERPA). Facility agrees that it (1) will protect the confidentiality of Student information; (2) will not use Student information for any purpose other than to carry out the purposes of this Agreement; and (3) will not disclose Student information except to individuals within its organization who have a legitimate need to know Student information.
- 7) Orientation. As necessary for the purposes of the Education Experience, Facility will provide the orientation to the School faculty representative(s) and Students as to the Facility, philosophies, rules, regulations and policies of Facility.
- 8) Emergency Care. Facility agrees to comply with applicable state and federal workplace safety laws and regulations. Facility will provide emergency health care to Students who become ill or injured while at Facility. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (e.g., needle stick) while at Facility, upon notice of such incident from the student, Facility will provide such emergency care as required, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such Student to the nearest emergency facility. Facility agrees to promptly notify School of the student injury. Facility shall bear no financial responsibility for any charges generated from such event and the cost of treatment provided pursuant to this section will be the responsibility of the Student.

- 9) Protective Equipment and Safety. Facility will make available to Students and faculty (if present) for use within Facility, all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease Control guidelines, as appropriate to the Student's training in the Education Experience. Facility will address appropriate security and personal safety measures for Students and faculty (if present) in all locations where instruction occurs.
- 10) Licensure. Facility shall maintain health facility licensure as required by applicable law and meet criteria for accreditation as established by the Joint Commission on Accreditation of Healthcare Organizations or other appropriate accrediting agency.
- 11) Facility Insurance. Facility shall provide notice of self-insurance in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with self-insurance programs covering itself, its employees, and Students. Facility shall make reasonable business efforts to provide written notice to School of any material changes in the above-referenced self-insurance coverage. School shall have a right to terminate this Agreement in the event of changes in Facility's insurance that are unacceptable.

F. MUTUAL RESPONSIBILITIES; MISCELLANEOUS

- 1) Education Experience Environment. The parties shall work together to maintain an environment of quality clinical learning experiences and quality patient care. At the request of either party, a meeting or conference will be held between representatives of Facility and School to resolve any problems or develop any improvements in the operation of the Education Experience(s).
- 2) HIPAA. Before Students begin an Education Experience at Facility, School shall provide the Students with basic training regarding confidentiality of protected health information under the HIPAA, and Facility shall provide Students with specific training in Facility's HIPAA policies upon Student's arrival at Facility. For purposes of HIPAA, School and Facility acknowledge that School's faculty and Students are part of Facility's "work force", as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between School and Facility.
- 3) Excluded Provider. Each party represents and warrants to the other that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services and has not been excluded, debarred or otherwise declared ineligible to participate in the federal health care programs; and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the federal health care programs. This shall be an ongoing representation and warranty during the term of the Agreement. Either party shall immediately notify the other of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate the Agreement immediately for cause.
- 4) Indemnification.

School shall indemnify, defend and hold harmless Facility, its officers, directors, and employees (the "Indemnified Parties") against: (i) any and all liability arising out of School's failure to comply with the terms of this Agreement; and (ii) any and all costs and expenses, including reasonable legal fees and expenses, incurred by or on behalf of Indemnified Parties in connection with School's failure to so comply. Notwithstanding the foregoing, the Indemnified Parties reserve the right to choose their legal counsel to represent them for any purpose including investigation and/or litigation of any claim or potential claim made against them. This provision shall survive termination or expiration of this Agreement.

- 5) No Third-Party Beneficiary. This relationship is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than School and Facility. Without limiting the generality of the foregoing, no rights are intended to be created for any

Student, faculty member, or patient, or spouse, next of kin, employer or prospective employer of any Student, faculty member or patient.

- 6) Notices. Any notices or other communication required or allowed under this Agreement shall be in writing and will be deemed sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

If to School

Emory University School of Medicine
Associate Dean, Faculty Affairs Administration
100 Woodruff Circle, N.E., Room 411
Atlanta, Georgia 30322

If to Facility

Fulton County Medical Examiner's Office
430 Pryor Street
Atlanta, GA 30312

With a Copy to:

Office of the General Counsel
Emory University
201 Dowman Drive
102 Administration Building
Atlanta Georgia 30322
Attn: Deputy General Counsel/Chief Health Counsel

Any party may change its notice address by giving notice to the other party in conformance herewith. Any notice shall be deemed to have been given, if mailed, as of the date mailed, and, if personally delivered, as of the date delivered.

- 7) Amendments. This Agreement may be modified or amended only by mutual consent of the parties, provided any and all modifications or amendments shall be in writing and signed by authorized representatives of the parties.
- 8) Assignment. Neither party may assign this Agreement without the prior written approval of the other party. Any attempted assignment shall be void and of no effect if not in accordance with this provision.
- 9) No Waiver. No waiver of any term or provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
- 10) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
- 11) Entire Agreement. This Agreement and all exhibits and attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof.
- 12) Non-exclusivity. This Agreement is non-exclusive and does not affect either party's ability to enter into a similar agreement with other parties.
- 13) Governing Law. This Agreement, and any claim, action, suit, proceeding or dispute arising out of or in connection with this Agreement, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia, without regard to the conflicts of laws provision thereof. Any action or proceeding brought by either party to enforce its rights under this Agreement shall be brought exclusively in any state or superior court of competent jurisdiction located in the County of Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.

- 14) No Joint Venture or Partnership. At all times during the term of this Agreement, the relationship between Facility and School with respect to the subject matter hereof will be that of two independent entities contracting with each other at arms-length, and no joint venture, partnership or other joint enterprise will be deemed to result from this Agreement. School and Facility are and at all times shall remain independent and autonomous with respect to their obligations under this Agreement.
- 15) Delay or Non-Performance. Neither party shall be liable for any failure, inability or delay to perform hereunder, if such failure, inability or delay is due to any cause beyond the reasonable control of the party so failing and due diligence is used in curing such cause and in resuming performance.
- 16) Successors and Assigns. Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.
- 17) Authority. Each party represents and warrants that it has the full power and authority to enter into this Agreement, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This Agreement has been duly executed and delivered and constitutes each party's valid and binding obligation, enforceable in accordance with its terms.
- 18) Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.
- 19) Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

Signature Page to Agreement Concerning Affiliation for Clinical Education

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have affixed their signatures below.

**Emory University, by and through its
School of Medicine**

By:

Name: Marilane B. Bond, EdD, MBA

Title: Associate Dean for Medical Education

Date

Chairman

Date

Fulton County Board of Commissioners

Name: Robert Pitts

Clerk to Commission

Date

Name: Tonya Grier

Office of the County Attorney

Date

Fulton County Medical Examiner's Office_____

Name: Karen E. Sullivan, M.D.

Title: Chief Medical Examiner

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0475

Meeting Date: 6/18/2025

Department

Medical Examiner

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

Request approval to renew an existing contract on behalf of the Fulton County Office of the Medical Examiner and the Emory University School of Medicine Office of Graduate Medical Education Department of Pathology to provide clinical education experiences for graduate medical students enrolled in the Anatomic Pathology Program; and authorizing the County Attorney to make any necessary modifications thereto prior to execution. The County is not required to pay any compensation. This action exercises the fourth of five (5) renewal options.

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

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

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

Justice and Safety

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background The Medical Examiner's Office desires to collaborate with the Emory University School of Medicine to provide training for the residents participating in a rotation with the school's M.D. Degree.

Scope of Work: The Medical Examiner's Office desires to collaborate with the Emory University School of Medicine to provide a forensic pathology training program for medical students, residents, and fellows within the Medical Examiner's Office. The training program will provide a forensic pathology training for residents subject to the applicable law and regulations, including those for the Accreditation Council for Graduate Medical Education ("ACGME").

Community Impact: N/A

Department Recommendation: Emory University School of Medicine

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Emory University School of Medicine: Office of Graduate Medical Education Resident Training Program Letter of Agreement:

This document, effective as of July 1, 2025 serves as a program letter of agreement (PLA) between Emory University, by and through its School of Medicine on behalf of its Department of Pathology and its Forensic Anatomic Pathology Resident Program (“Emory”) and Fulton County, on behalf of the Fulton County Medical Examiner’s Office (“Participating Site”).

The purpose of this PLA is to guide and direct the parties respecting their affiliation to provide clinical education experiences (“Education Experience”) for Emory residents at Participating Site.

Unless sooner cancelled as provided below, the term of this PLA will be one (1) year, commencing on the Effective Date. This PLA may be renewed by mutual written consent of the parties. It also may be cancelled at any time by either party upon not less than thirty (30) days written notice; provided that all residents currently enrolled or participating in an Education Experience at Participating Site at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the resident until the sooner of each resident’s individual completion of the Education Experience or six (6) months from the date of the notice of termination.

1. Persons Responsible for Education and Supervision

At Emory: Charlie Hill, MD
Program Director

At Participating Site: Karen E. Sullivan, MD
Site Director

Other physicians at Participating Site:
Colin Hebert, MD
Rochelle Simon, MD
Shamaya Creagh Winters, MD
Harrison Moosavi, MD
Stephanie Zheng, MD

The above-mentioned people are responsible for the education and supervision of the residents while rotating at Participating Site.

2. Responsibilities

Participating Site will maintain sole administrative and professional supervision of fellows insofar as their presence and education experiences affect the operation of Participating Site.

Participating Site’s physicians must provide appropriate supervision of residents and maintain a learning environment conducive to educating the residents in the Accreditation Council for Graduate Medical Education (ACGME) competency areas.

Participating Site must evaluate residents’ performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

3. Content and Duration of the Educational Experiences

The content of the educational experiences has been developed according to ACGME or Emory requirements and include the goals and objectives in the basic training curriculum documents provided to the residents.

(This PLA is not valid if goals and objectives are not included or available at a specific location for review)

In cooperation with Emory Director, Site Director and the physicians at Participating Site are responsible for the day-to-day activities of the fellows to ensure that the outlined goals and objectives are met during the course of the educational experiences at Participating Site.

The duration(s) of the assignment(s) to Participating Site is (are): 12 months. Post Graduate Year (PGY) 4 or above.

4. **Policies and Procedures that Govern Resident Education. Residents** will be under the general direction of Emory's Graduate Medical Education Committee's and Emory's Policy and Procedure Manual (http://med.emory.edu/gme/housestaff/housestaff_policies/index.html) and Participating Site's policies and procedures.

Insurance. Each party shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers **or self-insurance programs covering itself**. Each party shall make reasonable business efforts to provide the other written notice of any material changes in the above-referenced insurance coverage.

5. **Responsibility.** Each party shall be responsible for its own acts and omissions under this PLA.

6. **Governing Law.** This PLA, and any claim, action, suit, proceeding or dispute arising out of or in connection with this PLA, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia, without regard to the conflicts of laws provision thereof. Any action or proceeding brought by either party to enforce its rights under this PLA shall be brought exclusively in any state or superior court of competent jurisdiction located in the County of Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.

7. **Notices.** Any notices or other communication required or allowed under this PLA shall be in writing and will be deemed sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

If to Emory:

Emory University School of Medicine
100 Woodruff Circle, N.E., Suite 327
Atlanta, Georgia 30322
Attn: Maria Aaron, MD, Associate Dean, GME

If to Participating Site:

Fulton County Medical Examiner's Office
430 Pryor St.
Atlanta, Georgia 30312

With a Copy to:

Office of the General Counsel
Emory University
201 Dowman Drive
312 Administration Building
Atlanta Georgia 30322

Attn: Deputy General Counsel/Chief Health Counsel

Office of the County Manager
Fulton County
141 Pryor Street, SW
Atlanta, Georgia 30303

- 8. Relationship of Parties.** It is expressly understood and agreed that this PLA is not intended and shall not be construed to create a relationship of agent, employee, partnership, joint venture or association between the parties, but is rather an agreement by and between two independent contractors.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have affixed their signatures below.

Program Director, Emory Name: Charlie Hill, MD	Date
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Associate Dean, Graduate Medical Education & DIO, Emory Name: Maria Aaron, MD	Date
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Chief Medical Examiner Fulton County Medical Examiner's Office Name: Karen E. Sullivan, MD	Date
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Chairman Fulton County Board of Commissioners Name: Robert Pitts	Date
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Clerk to Commission Name: Tonya Grier	Date
--	------

Office of the County Attorney	Date
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0476

Meeting Date: 6/18/2025

Department

Arts and Culture

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

Request approval of the FY2025 Contracts for Services Program funding recommendations totaling \$1,300,000.00. Funds have been identified and are available in the Department of Arts & Culture's FY 2025 budget.

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

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

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

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?

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 Department of Arts & Culture (FCAC) recommends the approval of the Contracts for Services (CFS) program recommendations in the amount of \$1,300,00.00 to provide arts and cultural programs and activities for the citizens of Fulton County. As a primary function of FCAC, the CFS program provides essential funding and technical assistance to nonprofit organizations and individual artists whose arts and cultural programs support the agency's overall

mission to enhance the quality of life for all Fulton County citizens. The CFS program supports arts and cultural programs and activities that provide opportunities for lifelong learning and participation in the arts for the citizens of Fulton County. Fulton County funding serves as a catalyst for leveraging additional private, corporate, foundation, and other governmental support, which supports the stabilization of a strong and diverse arts and cultural ecosystem throughout the County. The FY2025 CFS funding recommendations are the result of a competitive application and adjudication process. Program guidelines are issued annually, detailing the application requirements, opportunities for funding, and evaluation criteria. Application workshops are held virtually, and technical assistance is offered individually to applicants upon request. For each round of funding, workshops are advertised throughout Fulton County, including North, Central, and South Fulton, to accommodate access to the program for organizations throughout the County. All workshops are free and open to the public. Notices were sent to Fulton County libraries, art centers and senior centers for distribution, posted on both the Fulton County Government and Fulton County Arts and Culture websites, mailed, and emailed to our internal mailing lists and distributed through numerous partners including Burnaway, Arts Critic ATL, WRFG, Art Papers, Purpose Possible, South Arts, Creative Place Making Summit, Georgia Center for Nonprofits and other Fulton County-based organizations. Nonprofit organizations interested in providing arts and cultural services to Fulton County submit funding proposals for consideration. A multi-step review and evaluation process (that includes staff review, citizen panel review, and Arts Council review) results in the enclosed recommendations, which are submitted here for the Board of Commissioners' approval.

Community Impact: The CFS program seeks to improve the cultural health of individuals, organizations, and communities throughout Fulton County, with special emphasis on youth, seniors, people with disabilities and underserved communities. The CFS program also contributes to the economic vitality of the community, including attracting new businesses and residents to the County

Department Recommendation: Under advisement, FCAC requests BOC approval of the attached FY2025 CFS funding recommendations

Project Implications: The CFS program is a primary function of FCAC that provides essential funding support to arts, cultural and service organizations in order to expand the arts to all residents of Fulton County.

Community Issues/Concerns: N/A

Department Issues/Concerns: Approval of the CFS recommendations is essential to addressing the financial needs of the arts and cultural community in the current year.

Fiscal Impact / Funding Source

Funding Line 1:

100-181-1810-1142

Fulton County Department of
Arts And Culture
Contracts for Services Program (CSF)
2025
Recommendations
Packet

For BOC Approval



2025 CSF Recommendations Packet

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Fulton County Department of Arts & Culture (CFS) Operational Framework	
Fulton County Government Vision:	
Fulton County is a positive, diverse community with a thriving economy, safe neighborhoods, healthy residents, and a rich quality of life that all people can enjoy. It is served by a county government that is recognized for being innovative, effective, efficient, and trustworthy.	
Fulton County Government Mission:	
To deliver efficient, high-impact service to every resident and visitor of Fulton County.	
Fulton County Government Strategic Priority Areas:	
<p>To accomplish our mission and work toward our vision, the Board of Commissioners organized the County’s efforts into six Strategic Priority Areas that reflect the major goals of Fulton County government.</p> <ol style="list-style-type: none"> 1. All people are healthy. 2. All people are safe. 3. All people are self-sufficient. 4. All people have economic opportunities. 5. All people are culturally enriched. 6. All people trust the government is efficient, effective, and fiscally sound. 	
Strategic Priority Area: “All People are Culturally Enriched”	
<p>Arts and cultural organizations, libraries, parks, and recreational facilities have positive economic, social, and quality of life impacts on a community. Vibrant and recreational communities are economic engines in our community that attract businesses and jobs, as well as create job opportunities themselves. It is Fulton County’s responsibility to ensure that residents have access to a variety of quality cultural and recreational activities county-wide. The County currently directly provides cultural and recreational programs and events through County facilities and indirectly stimulates the arts and culture ecosystem by funding non-profit organizations across the County. In the coming years, the County will step into a new role to convene cultural and recreational organizations and leaders, gather information about the economic and social impact of culture and recreation, and use this information to advocate for policy change and develop thriving cultural and recreational ecosystems.</p>	
“All People are All People are Culturally Enriched” Program Objectives:	

More residents know about cultural and recreational opportunities.

Residents are more satisfied with the availability of these opportunities.

More residents take advantage of these opportunities.

Residents' satisfaction with the quality of cultural & recreational opportunities is increasing.

More residents believe that cultural & recreational opportunities improve their quality of life.

Fulton County Department of Arts & Culture (CFS) Operational Framework

“All People are Self-Sufficient” Key Performance Indicators:

- Percentage of residents who are aware of cultural and recreational opportunities
- Percentage of residents who are aware of the value of cultural and recreational opportunities
- Percentage of residents who are satisfied with the availability and variety of cultural and recreational opportunities in their area
- Percentage of residents who visit cultural and recreational facilities
- Percentage of residents who attend cultural and recreational events/programs
- Percentage of residents who are satisfied with the quality of cultural and recreational facilities
- Percentage of residents who are satisfied with the quality of cultural and recreational events/programs

Fulton County Arts & Culture History & Mission

In 1979, the Fulton County Board of Commissioners created FCAC to enhance the quality of life of its constituents. It is the channel through which Fulton County funds cultural services and provides access to the arts for its citizens. To that end, FCAC is a partner and catalyst in developing new arts opportunities in our area. To enhance the quality of life of all citizens through support of the arts

Contracts for Services (CFS)

The Contracts for Services Program (CFS) seeks to strengthen the cultural health of individuals, organizations, and communities by awarding funding and providing technical assistance to nonprofit organizations whose arts programming supports arts and cultural services to Fulton County residents. Funding is awarded through service contracts that specify the services that the organization is required to provide in exchange for financial support from Fulton County.

CFS Program Objectives

- Providing cultural access for the diverse citizenry of Fulton County, with a focus on youth, seniors, people with disabilities and underserved populations through the arts
- Serving as a catalyst for stabilizing arts and cultural organizations throughout the County
- Encouraging the highest standards of artistic quality and excellence
- Creating an environment that encourages the growth and development of arts organizations
- Stimulating neighborhood development and facilitating creativity within communities throughout Fulton County
- Fostering partnerships between the public and private sectors of Fulton County
- Contributing to the economic wellbeing of the community, including the ability to attract new businesses and residents

Fulton County Department of Arts & Culture (CFS) Operational Framework

Applications Process:

The Department of Arts & Culture through the Contracts for Services (CFS) program announced the acceptance of applications for the 2025 Arts Funding Cycle. The CFS program provides unrestricted general operating and project support funds to eligible Fulton County based, artists, nonprofit and tax-exempt organizations, arts & culture organizations, cultural institutions, colleges and universities, public and private schools, municipalities, and units of government that produce or present ongoing arts programming open to the public.

The Contracts for Services program engages a multi-level decision process for funding recommendations including Staff Review, Community Peer Panel Reviews, the Allocation Committee Review, the Arts Council Review, and ultimate approval by the Board of Commissioners. Funding awarded ranges between \$1,000 to \$50,000.

The contract term for the Contracts for Services program is January 1 through December 31. The application process and timeline, including dates of technical assistance workshops are released to the public as a part of the application launch.

Application Evaluation Criteria:

Community review panels and the Arts Council apply the following criteria to ensure that a fair review is given to all applicants.

--Artistic Quality (maximum 25 points)
--Community Impact (maximum 25 points)
--Organizational Planning (maximum 15 points)
--Managerial/Leadership Capability (maximum 15 points)
--Accessibility (maximum of 15 points)
--Fiscal Stability (maximum of 10 points)
-- General Attributes (5 pts) Review Overall
Application and Project Clarity:

----Bonus Points (2 pts) Review Administrative Base and Service areas.
Applicants whose programs and services target "culturally under-resourced" or are based in culturally "under-resourced" area(s) within Fulton County (Districts 1, 2, and 5).
Demonstrated by response to Service Delivery Chart, inclusive of district of administrative headquarter.

Community Peer Review Panel Composition

Panelists are selected to represent a variety of disciplines, expertise, aesthetic interests, and ethnic backgrounds.

Reviewers must complete a questionnaire outlining their areas of skills and expertise.

Reviewers are required to complete a confidentiality agreement, and a conflict-of-interest agreement prior to review of proposals.

Each panel review meeting is composed of 4 to 7 panelists. The number of panelists selected for service depends on the number of applications received for the funding category and participant availability.

Fulton County Department of Arts & Culture (CFS) Operational Framework

Funding Allocation Decision Process

The Contracts for Services program engages a multi-level decision-making process for funding recommendations including Staff Review, Community Peer Panel Reviews, the Allocation Committee Review, the Arts Council Review, and ultimate approval by the Board of Commissioners.

STAFF REVIEW (TIER ONE REVIEW)

Applications are reviewed initially by Contracts for Services Staff for eligibility and completeness. The staff reviews for basic eligibility requirements including:

Organizations and individuals must be based in Fulton County as determined by the physical street address versus the mailing address or PO Box. Application proposals submitted must feature services provided in Fulton County venues and locations. Non-profit organizations must submit State of Georgia Incorporation paperwork verifying location and its active/status, along with the IRS Letter of Designation verifying the federal 501 (c) 3 status. All forms in the applications must be complete. Required supporting documentation identified in the guidelines must be present at the time of review. Project dates must coincide with the funding cycle, January 1 – December 31, 2025.

PANEL REVIEW CATEGORIES (TIER TWO REVIEW)

Organizations applying for funding in the Operating Support Funds (OSF) and Project Support Funds (PSF) categories are classified by operating budget tiers for the application review process based on the operating expense budget for the proposed budget year.

Applicants applying in the Resource Providers Fund (RPF), the Small Project Funds Category (SAPF) , Other and the Emerging Arts Fund (EAF) are reviewed as individual categories. The Other category represents a combined group of applicants applying with staff noted application issues but have funding histories for the last two years. These applicants are required to undergo special technical assistance to prevent continued insufficiencies.

Approximately 13 panels were convened. Collectively, panelists are selected and approved by the Arts Council each year based on background and interest. A Call for Panelists is forwarded to media outlets throughout North, South, and Central Fulton County, to FGTV, Fulton County Libraries, and to the Department of Communications for dissemination. Additionally, the Call is forwarded to current CFS contractors and previous panelists; funding agencies (e.g., City of Atlanta Office of Cultural Affairs, The Community Foundation, Georgia Council for the Arts etc.); and resource organizations targeting the nonprofit community (e.g., Georgia Center for Nonprofits, The Foundation Center, etc.) The Call for Panelists form is disseminated at application workshops and placed on the FCAC website.

Each panel review meeting is composed of 4 to 7 panelists. The number of panelists selected for service depends on the number of applications received for the funding category and participant availability. A member of the Panel is designated as Panel Chair and is responsible for facilitating the group discussion. Additionally, the Contracts for Services Program Manager is present to facilitate the meeting and to articulate established policy and clarify questions regarding the application reviews. Fulton County Arts Council members serve as liaisons for each panel. Council members serve as an information resource for panelists questions regarding policy. Panel and staff recommendations and comments are forwarded to the ALLOCATION COMMITTEE for review.

Fulton County Department of Arts & Culture (CFS) Operational Framework

Funding Allocation Decision Process

ALLOCATIONS COMMITTEE (TIER THREE REVIEW)

The Allocations Committee is comprised of 7 members (with 5 voting members) that includes the Arts Council Chair (or designee), 4 Arts Council Members approved by the Arts Council, 2 Arts Experts from the community selected because of their background and expertise, 1 staff representative and the FCAC Director, attending as ex-officio member and Chair of the Committee.

Responsibilities include:

Reviews funding history, consensus statements, scores and the application ranking recommended by the peer review panels. Organizations are recommended based on the following review criteria: artistic or arts services quality, community impact, organizational planning, managerial capability, and accessibility.

FCAC staff establishes a base-line allocation based on scores ranking and a formula. Overall funding available per review category is driven by total requests and historical funding. A combined summary of recommendations comprising the Panel, staff, and Allocation Committee recommendations and comments are forwarded to the Arts Council for review and approval.

ARTS COUNCIL (TIER FOUR REVIEW)

The Council reviews all recommendation materials and votes to approve the slate of suggested awards with any necessary adjustments. Funding recommendations may be adjusted to accommodate underfunded categories or to support organizations meeting County service needs or issues not identified in the scoring.

The Arts Council's recommendations are forwarded to the Board of Commissioners for final funding approval.

BOARD OF COMMISSIONERS (TIER FIVE REVIEW)

Comprising 7 members representing the districts of Fulton County, the BOC serves as the governing body for Fulton County Government. Funding Recommendations approved by the Arts Council are presented to the BOC annually during a regular agenda meeting for final approval.

Funding Disbursements:

Funds awarded through the Contract for Service program are dispersed through the County's vendor payment process. Disbursement of funds is contingent upon contractors following the terms of their contract.

Reporting Requirements:

Contractors are required to submit two reports (Progress and Final) along with supportive documentation. The Progress and Final Report is a performance measurement tool administered by the CFS team to assist with monitoring program performance and contract compliance. Reporting deadlines are specified in the contract. Contractors will receive guidelines for reporting. Failure to adhere to reporting requirements can delay contract payments and cause eligibility issues for future funding cycles.

Fulton County Department of Arts & Culture (CFS) Operational Framework**Program Monitoring:**

The CFS team members are primarily responsible for administering the application and awards process, conducting contractor program grant compliance site visits to monitor contract compliance of the awardee's operations and programming identified for the contract cycle.

Funding Priorities

Project Support funding for nonprofits, municipalities, secondary schools and colleges and universities is designed to fund project-specific expenses for projects or programs that are consistent with an organization's mission and goals. Programming eligible for support includes but is not limited to a lecture series, special exhibitions, educational programs, commissioning of new work, museum festivals or community celebrations, etc.

Operating Support Funds (OSF) provide general operating support to nonprofit mission-based organizations to make quality arts experiences accessible to all Fulton County residents. This support represents an investment by FCAC in an organization's ongoing work for public audiences, rather than a specific project or program. OSF's primary focus is to support and engage arts organizations whose primary function is exhibition, presentation, or training in the arts.

Funding also supports arts and cultural organizations and individual artists. Resource rich entities that offer art services as a business to business or resource provider that may include but is not limited to professional development and technical assistance, including marketing, legal or financial assistance; networking opportunities; educational forums or workshops; coordination of outreach and accessibility efforts.

Other priority areas include the creation and delivery of small community-driven, one-time arts projects presented by individual artists, arts and cultural organizations and non-profit organizations are eligible to apply.

Performance Measures Captured in Reporting

1. County Districts Served: *

Number of people served in Ethnic Breakdown

Number of people served by Age

Number of People Served by Gender

Number of people served with disabilities

Number of tourists*

2. Total Audience Served (Direct and Indirect)

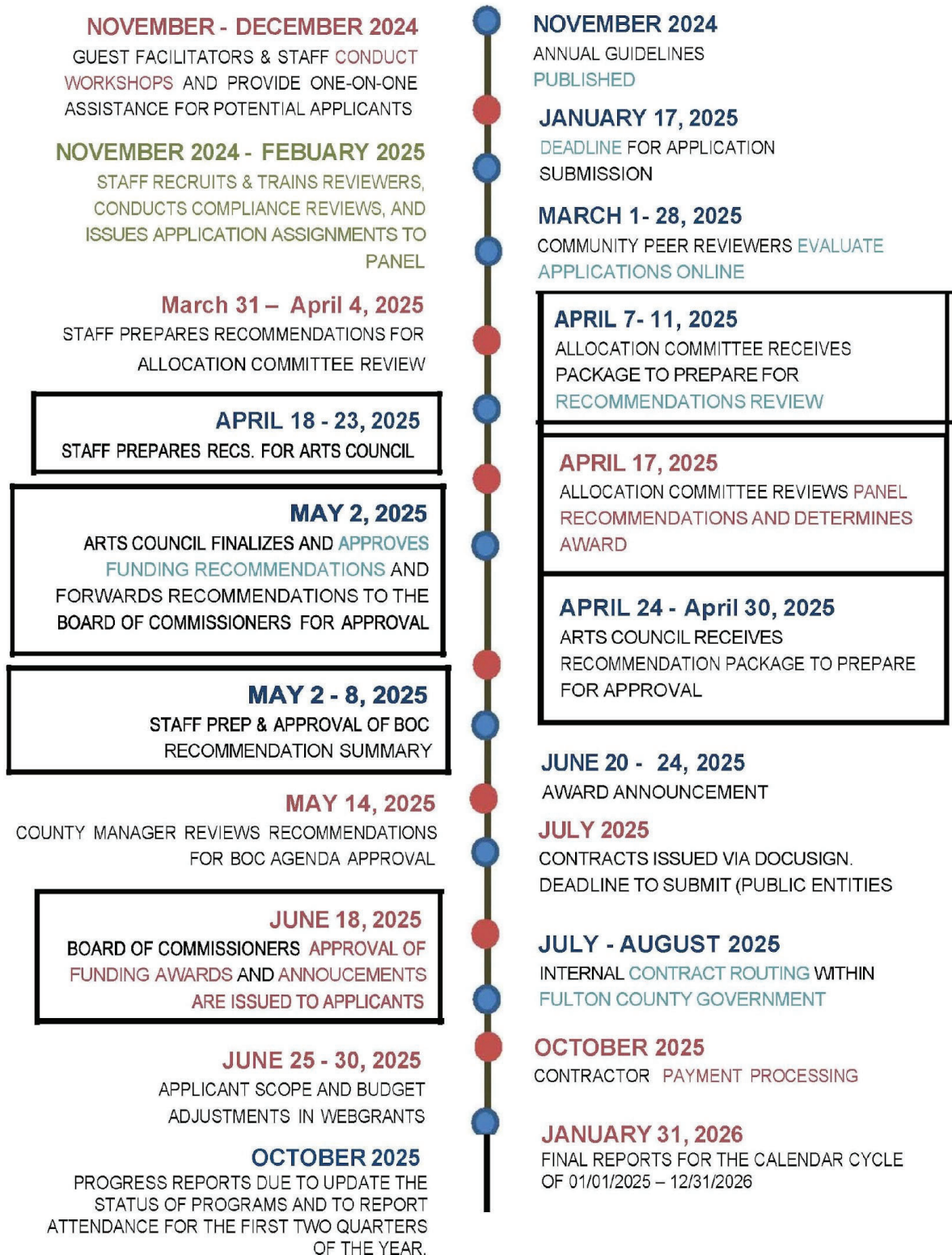
Performance Measures Captured in Reporting:

Describe the FCAC-funded programs and activities offered during the contract cycle. Be sure to include the following:

- A. Number of programs and activities presented
- B. Decrease or increase in audience attendance
- C. Decrease or increase in actual expenses and income versus projected figures
- D. Number of free and/or discounted programs and district(s) served
- E. Number of audience members served through outreach and district(s) served

CFS FY25 ANNUAL APPLICATION REVIEW & AWARD PROCESS

TIMELINE



2025 Contracts for Services Program (CSF) Marketing & Outreach

The FY2025 CFS funding recommendations are the result of a competitive application and adjudication process:	
Program guidelines are issued annually, detailing the application requirements, opportunities for funding and evaluation criteria. Application workshops are held virtually, and technical assistance is offered individually to applicants upon request. For each round of funding, workshops advertised in North, Central and South Fulton to accommodate access to the program for organizations throughout the County. All workshops are free and open to the public. Notices were sent to Fulton County libraries, art centers and senior centers for	
distribution, posted on both the Fulton County Government and Fulton County Arts and Culture websites, mailed, and emailed to our internal mailing lists and distributed through numerous partners including The Foundation Center of Atlanta, The Community Foundation of Greater Atlanta, Georgia Center for Nonprofits and other Fulton County-based organizations.	
Premarket Launch	
Save the Date	September 1, 2024
Application Workshops	
Webinar 1 – 11/15/2024	Attendance - 24
Webinar 2 – 11/19/2024	Attendance - 28
Webinar 3 – 12/10/2024	Attendance - 53
Webinar 4 – 12/17/2024	Attendance – 38
Additional Workshops - Proposal Development	
Preparing for Grants and Proposals- 05/7-12/2024	Attendance - 38

Fulton County Department of Arts And
Culture Contracts for Services Program
(CSF)

2025
Overview of
Contracts for
Services Award
Recommendations



FULTON COUNTY
arts & culture

RESOURCE PROVIDER ORGANIZATIONS				
Organization / Artist Name	District	Project Name	Category	2025 Recommended Amount
Burnaway Inc	4	Burnaway 2025 - FCAC Resource Provider	Resource Providers	\$11,000.00
Hambidge Center for the Creative Arts and Sciences	NA	FY25 FCAC Distinguished Fellowships	Resource Providers	\$6,750.00
The Mass Collective	4	MASS Operating support	Resource Providers	\$11,000.00
TOTAL				\$28,750.00
EMERGING ARTS ORGANIZATIONS				
Organization / Artist Name	District	Project Name	Category	2025 Recommended Amount
Alpharetta City Band Corp.	1	Alpharetta City Band Corp	Emerging Arts	\$2,000.00
Heart of Namari Inc	2	Heart of Namari - The Gift Scholarship Program	Emerging Arts	\$2,000.00
Monica Hogan Danceworks Inc.	4	Monica Hogan Danceworks - EAF 2025 Application	Emerging Arts	\$2,000.00
The Bakery Atlanta Incorporated	4	Support for The Bakery Atlanta's Digital Art Resources	Emerging Arts	\$2,000.00
Windmill Arts Production Inc	6	Windmill Arts Production	Emerging Arts	\$2,000.00
Wontanara INC	6	Emerging Arts Organization Funds	Emerging Arts	\$2,000.00

<i>TOTAL</i>	\$12,000.00
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INDIVIDUAL ARTISTS				
Organization/ Artist Name	District	Project Name	Category	2025 Recommended Amount
Brenda Porter	4	Mini Summer Camps 2025	Individual Artists	\$1,024.00
Chane' Fontaine	1	A Journey in Bloom	Individual Artists	\$1,100.00
Chiwuzo Okwumabua	1	A Song for Adaeze Musical Production	Individual Artists	\$1,100.00
Chloe Alexander	4	Roots & Rhythms: Southern Narratives in Print, collaborative exhibition featuring the works of printmakers Chloe Alexander and Jamaal Barber	Individual Artists	\$1,000.00
Dalyla McGee	6	Peps! Cola Bitch Multimedia Project	Individual Artists	\$1,100.00
Danielle Swatzie	6	"In Communion" Workshops Curated by Danielle Swatzie	Individual Artists	\$1,600.00
Deanna Sirlin	2	Lumen: A New three-channel video artwork with my installation "Watermark" and movement artists	Individual Artists	\$1,100.00
George Galbreath	4	On the Couch with The Galbreaths	Individual Artists	\$1,100.00
Immanuel Laidlaw	6	FY2025 Symmetry	Individual Artists	\$1,000.00
Irvin Wheeler	6	Imagenerations	Individual Artists	\$1,600.00
Kerri Garrett	6	A Westside Love Story	Individual Artists	\$1,600.00
Kiera Nelson	6	ATL Renaissance Weekly Open Mic	Individual Artists	\$1,350.00
Reinilda Fernandez	1	Nexus of the Taino's	Individual Artists	\$1,600.00
Suni Solomon	6	Suni Solomon Performance Piece	Individual Artists	\$1,100.00

Tobey Sanders	3	Ethereal Energy - Passion is the Path	Individual Artists	\$1,350.00
TOTAL				\$18,724.00
MUNICIPALITY				
Organization/ Artist Name	District	Project Name	Category	2025 Recommended Amount
City of East Point	6	Engage East Point Community Series - A Celebration of Diversity Continued	Municipality	\$10,500.00
City of Hapeville	4	Butterfly Lantern Parade	Municipality	\$2,600.00
City of Sandy Springs	2	City of Sandy Springs Signature Events Project	Municipality	\$10,500.00
City of Union City	5	Union City Arts and Culture Programming	Municipality	\$2,600.00
TOTAL				\$26,200.00
OSF \$200K - \$699K				
Organization/ Artist Name	District	Project Name	Category	2025 Recommended Amount
Alpharetta Symphony Orchestra Inc.	2	Alpharetta Symphony FCAC OSF 2025	OSF \$200K - \$699K	\$4,411.00
Arts Critic ATL	4	Operational Support Funds	OSF \$200K - \$699K	\$8,000.00
Atlanta Chamber Players, Inc.	6	Atlanta Chamber Players 2024 Season - Copy	OSF \$200K - \$699K	\$3,840.00

Atlanta Workshop Players	1	ART WITH A PURPOSE	OSF \$200K - \$699K	\$16,000.00
Caribbean American Cultural Arts Foundation	4	CACAF Cultural Connect Programs	OSF \$200K - \$699K	\$6,400.00

Dance Canvas, Inc.	4	Dance Canvas FY25 General Operating Support	OSF \$200K - \$699K	\$13,472.00
Dashboard Co-op Inc	4	2025 - Operational Support Funds (OSF) Dashboard Co-Op INC	OSF \$200K - \$699K	\$13,500.00
Flux Projects	4	Flux Projects 2025 Year of Programs	OSF \$200K - \$699K	\$16,000.00
Georgia Ensemble Theatre	2	FY 2025 Operating Support Georgia Ensemble Theatre	OSF \$200K - \$699K	\$16,000.00
Giwayen Mata, Inc.	6	Teaching and Learning With Giwayen Mata	OSF \$200K - \$699K	\$9,600.00

OSF \$200K - \$699K

Organization/ Artist Name	District	Project Name	Category	2025 Recommended Amount
Johns Creek Symphony Orchestra Inc.	1	Johns Creek Symphony Orchestra 2025 Fulton County CFS Grant Application	OSF \$200K - \$699K	\$16,000.00
Manga African Dance, Inc.	4	2025 - Operational Support Funds (OSF)	OSF \$200K - \$699K	\$11,596.00
Metropolitan Ballet Theatre	6	2025 Operational Support Funds	OSF \$200K - \$699K	\$4,800.00
Music in Common	4	Common Ground, Common Sound: Music for Fulton	OSF \$200K - \$699K	\$16,000.00
Out On Film, Inc.	6	Out on Film - Operating Support Funds - FY2025	OSF \$200K - \$699K	\$8,000.00
Phoenix Theatre Academy, Inc.	4	Academy Theatre 2025 Programming	OSF \$200K - \$699K	\$16,000.00
Pianos For Peace	3	Pianos for Peace Festival & Community Arts Program	OSF \$200K - \$699K	\$16,000.00

PushPush Arts (formerly PushPush Theater)	5	PushPush Arts Operating Support 2025	OSF \$200K - \$699K	\$16,000.00
Seven Stages	4	General Operating Support 2025	OSF \$200K - \$699K	\$16,000.00
Soul Food Cypher	4	General Operating Support - Soul Food Cypher	OSF \$200K - \$699K	\$9,600.00
South Fulton Institute for Art, Culture and Environment	6	South Fulton Institute - 2025 - Operational Support Funds (OSF)	OSF \$200K - \$699K	\$13,500.00

Southeast Community Cultural Center, Inc. d/b/a ArtsXchange	6	Operational Support	OSF \$200K - \$699K	\$16,000.00
staibdance	3	staibdance 2025 Operational Support Funds	OSF \$200K - \$699K	\$8,000.00
OSF \$200K - \$699K				
Organization/ Artist Name	District	Project Name	Category	2025 Recommended Amount
TADA Foundation Inc	3	TADA Foundation- Operational Support - Dance Programs for those with and without disabilities	OSF \$200K - \$699K	\$12,150.00
The Michael O'Neal Singers, Inc.	2	Operational Support Funding 2025	OSF \$200K - \$699K	\$8,000.00
Twinhead Theatre	4	2025 - Operational Support Funds (OSF)	OSF \$200K - \$699K	\$5,543.00
Whole World Theatre Company	3	SUPPORT WHOLE WORLD IMPROV THEATRE	OSF \$200K - \$699K	\$16,000.00
TOTAL				\$ 316,412.00

OSF \$3 MILLION PLUS				
Organization / Artist Name	District	Project Name	Category	2025 Recommended Amount
Alliance Theatre	3	Operational Support Grant 2024/2025_Alliance Theatre	OSF \$3 MILLION PLUS	\$13,000.00
Atlanta Music Project, Inc.	4	FY25 Atlanta Music Project	OSF \$3 MILLION PLUS	\$15,500.00
Center for Puppetry Arts, Inc.	3	Center for Puppetry Arts 2025 Funding Request	OSF \$3 MILLION PLUS	\$13,000.00
High Museum of Art	3	Operating Support for the High Museum of Art - 2025	OSF \$3 MILLION PLUS	\$15,500.00
Robert W.Woodruff Arts Center (d/b/a Atlanta Symphony Orchestra)	3	Atlanta Symphony Orchestra 2025 Operational Support	OSF \$3 MILLION PLUS	\$13,000.00
TOTAL				\$70,000.00

OSF \$700K - \$3 MILLION				
Organization / Artist Name	District	Project Name	Category	2025 Recommended Amount
Actor's Express Inc	6	Actor's Express OSF Request	OSF \$700K - \$3 MILLION	\$9,600.00
Artportunity Knocks, Inc	5	Operational Support Funds (OSF)	OSF \$700K - \$3 MILLION	\$12,800.00
Atlanta Contemporary Art Center	6	2025 - Operational Support Funds (OSF)	OSF \$700K - \$3 MILLION	\$16,000.00

Atlanta Jewish Film Society, Inc.	5	2025 Atlanta Jewish Film Festival	OSF \$700K - \$3 MILLION	\$16,000.00
Atlanta Shakespeare Company	4	Operational and Education Programs Support	OSF \$700K - \$3 MILLION	\$16,000.00
Dad's Garage, Inc.	4	General Operating Support: Dad's Garage 2025/2026	OSF \$700K - \$3 MILLION	\$16,000.00
Harvest Rain	5		OSF \$700K - \$3 MILLION	\$3,300
Horizon Theatre Company Incorporated	5	Horizon Theatre 2025 Contract for Services	OSF \$700K - \$3 MILLION	\$16,000.00
Independent Media Artists of Georgia, etc. dba Atlanta Film Society	4	FY 2025 Operational Support	OSF \$700K - \$3 MILLION	\$16,000.00
Museum of Design/Atlanta, Inc.	3	General Operating Funds	OSF \$700K - \$3 MILLION	\$16,000.00
Out of Hand Theater	4	Out of Hand Theater 2025 OSF Application	OSF \$700K - \$3 MILLION	\$16,000.00
re:imagine/ATL	4	Operational Support for Reimagine ATL's workforce Development Pipeline	OSF \$700K - \$3 MILLION	\$16,000.00
Synchronicity Theatre Performance Group	3	Synchronicity Theatre	OSF \$700K - \$3 MILLION	\$16,000.00
OSF \$700K - \$3 MILLION				
Organization/ Artist Name	District	Project Name	Category	2025 Recommended Amount
Terminus Ballet, Inc.	3	Terminus Modern Ballet Theatre: Connecting People through the Beauty, Power & Humanity of Dance	OSF \$700K - \$3 MILLION	\$16,000.00

The Computer Museum of America Inc.	1	Operation Streamline	OSF \$700K - \$3 MILLION	\$16,000.00
The Museum of Contemporary Art of Georgia	3	MOCA GA 2025 Operational Support Funds	OSF \$700K - \$3 MILLION	\$16,000.00
Theatrical Outfit	4	Theatrical Outfit Productions, New Work Programming, Community Engagement, and Educational Programs 2025	OSF \$700K - \$3 MILLION	\$16,000.00
True Colors Theatre Company	6	True Colors 22nd Season: Blackness is Not a Monolith	OSF \$700K - \$3 MILLION	\$14,400.00
TOTAL				\$260,800.00

OSF UNDER \$200K				
Organization/ Artist Name	District	Project Name	Category	2025 Recommended Amount
Atlanta Baroque Orchestra	3	Atlanta Baroque Orchestra 25-26 Season	OSF UNDER \$200K	\$4,800.00
Atlanta Concert Band	3	2025 Operational Support for the Atlanta Concert Band	OSF UNDER \$200K	\$2,000.00
Atlanta Listening Collaborative	3	Enriching Atlanta's Music Community	OSF UNDER \$200K	\$4,602.00
Atlanta Photography Group Inc	3	Atlanta Photography Group - 28903-2025 - Operational Support Funds (OSF)	OSF UNDER \$200K	\$4,800.00
Atlanta Printmakers Studio	4	2025 - Operational Support Funds (OSF)	OSF UNDER \$200K	\$3,200.00

Bent Frequency Inc.	6	Operating Support for Bent Frequency's Season 2025!	OSF UNDER \$200K	\$4,160.00
OSF UNDER \$200K				
Organization/ Artist Name	District	Project Name	Category	2025 Recommended Amount
Choral Guild of Atlanta, Inc.	1	Operational Support Funds (OSF)	OSF UNDER \$200K	\$2,000.00
Dance Force, Inc.	4	General Operating Support	OSF UNDER \$200K	\$6,400.00
DanceATL Incorporated	3	General Operating Support	OSF UNDER \$200K	\$4,400.00
Djoli Kelen, Inc.	1	Djoli Kelen General Operations	OSF UNDER \$200K	\$7,915.00
Essential Theatre	4	2025 - Operating Support Funds (OSF)	OSF UNDER \$200K	\$5,834.00
Eyedrum Inc	4	Operational Support Funds (OSF) for eyedrum Art and Music Gallery - Copy	OSF UNDER \$200K	\$6,600.00
Fly on a Wall, INC	4	2025 Operational Support Funds (OSF)	OSF UNDER \$200K	\$7,297.00
Franklin Pond Chamber Music, Inc.	3	Franklin Pond Chamber Music - Copy	OSF UNDER \$200K	\$3,200.00
Gateway Performance Productions	4	Expanded Virtual and In-Person Arts Program	OSF UNDER \$200K	\$6,400.00
Metropolitan Atlanta Community Band	6	Operating Support for the Metropolitan Atlanta Community Band	OSF UNDER \$200K	\$2,720.00
Milton Arts Council, Inc.	2	Milton Arts Council	OSF UNDER \$200K	\$2,380.00

North Atlanta Voices, Inc.	3	North Atlanta Voices - Operating Support 2025	OSF UNDER \$200K	\$3,107.00
OSF UNDER \$200K				
Organization / Artist Name	District	Project Name	Category	2025 Recommended Amount
Roswell Arts Fund, Inc	1	Roswell Arts Fund Operational Support 2025	OSF UNDER \$200K	\$10,260.00

Song of Atlanta Show Chorus	1	Song of Atlanta Rehearsal Space Fees	OSF UNDER \$200K	\$2,886.00
T. Lang Dance	6	T. Lang Dance Operating Support Funds	OSF UNDER \$200K	\$3,136.00
The Art Section, Inc.	2	Operating Support for The Art Section: an Online Journal of Art and Culture	OSF UNDER \$200K	\$2,000.00
The Creatives Project INC	4	The Creatives Project Residency Program Operational Support	OSF UNDER \$200K	\$3,840.00
The Object Group	4	General Operating 2025	OSF UNDER \$200K	\$2,000.00
The Piccadilly Puppets Company	3	General operating support for Piccadilly Puppets to provide and develop puppet shows and workshops throughout Fulton County	OSF UNDER \$200K	\$2,000.00
The Trey Clegg Singers, Inc.	5	2025 - Operational Support Funds	OSF UNDER \$200K	\$6,400.00
Theatre du Reve, Inc.	4	2025 - Operating Support Funds (OSF), Théâtre du Rêve	OSF UNDER \$200K	\$6,128.00
Working Title Playwrights, Inc.	3	Support for Working Title Playwrights 2025 Arts & Culture Programming	OSF UNDER \$200K	\$4,800.00

Youth Ensemble of Atlanta	4	Performance Workshop Training Program	OSF UNDER \$200K	\$4,800.00
TOTAL				\$130,064.00

PSF \$200K - \$699K				
Organization / Artist Name	District	Project Name	Category	2025 Recommended Amount
3D Girls Incorporated	4	Girls Link Up	Project Support Funds	\$7,700.00
Atlanta Young Singers of Callanwolde, Inc.	4	MY JOURNEY YOURS: Education & Outreach Program 2025	Project Support Funds	\$11,000.00
Autrey Mill Nature Preserve Association	1	Autrey Mill Nature Preserves Storytelling Multimedia Series: Behind the Music Live: Songs & Stories Under the Stars	Project Support Funds	\$2,403.00
Ballethnic Dance Company, Inc.	6	Urban Nutcracker An Atlanta Holiday Tradition	Project Support Funds	\$11,000.00
Enrich Kids Now DBA Youth Enrichment Services	6	YES! Mobile Performing Arts Enrichment Program	Project Support Funds	\$10,800.00
R2ISE, inc.	4	3 Voices	Project Support Funds	\$11,000.00
Radio Free Georgia Broadcasting Organization, Inc.	4	WRFG Music and Movement Series	Project Support Funds	\$11,000.00
SHOWAbility (formerly Abel 2, Inc.)	4	SHOWAbility Inclusive Chorus - Mainstreaming Visibility and Accessibility	Project Support Funds	\$5,400.00
Voices of Note	4	Harmony in Diversity Series 3 - Phoenix Rising	Project Support Funds	\$4,677.00

<i>TOTAL</i>	<i>\$74,980.00</i>
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PSF \$700K - \$3 MILLION				
Organization / Artist Name	District	Project Name	Category	2025 Recommended Amount
Fresh Films	3	Fresh Films Year-Round Career and College Creative Pathway Program for Fulton County High School Students	Project Support Funds	\$13,500.00
Georgia State University Research Foundation, Inc – RIALTO	4	Project Support Funds (PSF) - Rialto Center for the Arts	Project Support Funds	\$13,500.00
Harvest Rain Early Learning Academy	5	Harvest Rain Academy	Project Support Funds	\$3,300.00
Los Ninos Primero Inc	2	Los Niños Primero Arts and Cultural Enrichment for Underserved Latino Children and Families	Project Support Funds	\$16,000.00
Music Education Group (MEG)	4	Program Expansion - South Fulton	Project Support Funds	\$11,000.00
Perfect Harmony Health	1	Willy Wonka Jr.	Project Support Funds	\$2,640.00
Praise House Project Inc.	4	Praise House Project - South-view Cemetery site public art installation and community arts programming	Project Support Funds	\$11,000.00
Restore Life, Inc.	6	Bankhead Youth Renaissance Mentoring Program: Using art for emotional restoration and awareness- Phase 1	Project Support Funds	\$13,500.00
The Lionheart Life Center, Inc.	2	Lionheart Life Center Inclusive and Adaptive Arts Programs	Project Support Funds	\$2,640.00
VOX Teen Communications	4	Art at VOX	Project Support Funds	\$16,000.00

William Breman Jewish Heritage Museum	3	Breman Museum Arts Programs	Project Support Funds	\$13,500.00
TOTAL				\$116,580.00

PSF \$3 MILLION PLUS				
Organization/ Artist Name	District	Project Name	Category	2025 Recommended Amount
Atlanta Ballet	6	Atlanta Ballet, Centre for Dance Education	Project Support Funds	\$16,000.00
Atlanta BeltLine Partnership, Inc.	6	Atlanta Beltline Art 2025	Project Support Funds	\$16,000.00
Atlanta Botanical Garden, Inc.	3	2025 Alice	Project Support Funds	\$12,960.00
Atlanta Historical Society Inc. dba Atlanta History Center	3	Atlanta History Center School Tours for Title I Students	Project Support Funds	\$5,500.00
Boys & Girls Clubs of Metro Atlanta	4	Lyricism 101 at the Boys & Girls Clubs of Metro Atlanta	Project Support Funds	\$2,700.00
Children's Museum of Atlanta	6	Children's Museum of Atlanta 2025 Traveling Exhibits with Related Arts Education and Access Programs	Project Support Funds	\$16,000.00
City Springs Theatre Company	2	2025 Summer Musical Program	Project Support Funds	\$13,500.00
Fox Theatre Inc.	4	Fox in a Box	Project Support Funds	\$10,835.00
Fulton County Schools Teaching Museum	6	Extending and Enriching Learning: Arts-Based and Arts-Integrated Programming through the Teaching Museum	Project Support Funds	\$14,400.00
Historic Oakland Foundation	4	Historic Oakland Foundation Illumine 2025	Project Support Funds	\$11,000.00

The Atlanta Opera	3	The Atlanta Opera - 2025 Education & Community Engagement Programming in Fulton County	Project Support Funds	\$13,500.00
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<i>TOTAL</i>				<i>\$132,395.00</i>
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PSF UNDER \$200K				
Organization/ Artist Name	District	Project Name	Category	2025 Recommended Amount
A Lady Named Pearl Foundation, Inc	3	A Lady Named Pearl Fashion Exhibition	Project Support Funds	\$2,236.00
ARTiculate ATL	4	ARTiculate ATL 2025	Project Support Funds	\$5,400.00
Atlanta Community Symphony Orchestra	4	Rooted: A Black History Month Celebration	Project Support Funds	\$2,000.00
Atlanta Festival Academy, Inc.	1	2025 Summer Music Institute	Project Support Funds	\$16,000.00
Atlanta Freedom Marching Band, Inc.	3	32nd Season Concert Series with Student Composer Residency Program - 2025	Project Support Funds	\$3,105.00
Beacon Dance Company	4	Moving Bodies/Moving Hearts/Moving Minds III: A Season of Performances	Project Support Funds	\$4,160.00
Dancical Productions, Inc.	6	Join the Mojah Movement: Continuing the Legacy 50 Years and Beyond	Project Support Funds	\$5,400.00
Jazz Matters Inc.	6	2025 Jazz Matters, Inc.	Project Support Funds	\$8,100.00
Joel Chandler Harris Association, Inc. - Wren's Nest	4	FY25 Project Support Funds	Project Support Funds	\$6,400.00
One Talent, Inc.	6	2024 Project Support Funds (PSF)	Project Support Funds	\$5,400.00
Room To Move Dance	2	RTMD 2026 Concert Series: Perpetual Time	Project Support Funds	\$2,000.00
SIDEWAYS Contemporary Dance Co.	4	Once Upon A Holiday 2025	Project Support Funds	\$5,400.00
The Alchemy Sky Foundation, Inc.	6	Veterans Music Project	Project Support Funds	\$2,000.00
The Atlanta Wind Symphony	1	Free Performances for All Ages	Project Support Funds	\$2,656.00

PSF UNDER \$200K				
Organization/ Artist Name	District	Project Name	Category	2025 Recommended Amount
UAE Youth Artists Program	4	Youth Artists Collecting Lessons	Project Support Funds	\$2,000.00
TOTAL				\$72,257.00

SMALL ARTS PROJECT				
Organization/ Artist Name	District	Project Name	Category	2025 Recommended Amount
Art Farm	5	Art Farm at Serenbe Seeking Funding for Artist in Residence Program	Small Arts Project	\$2,000.00
TOTAL				\$2,000.00

OTHER				
Organization/ Artist Name	District	Project Name	Category	2025 Recommended Amount
Atlanta Celebrates Photography	4	Atlanta Center for Photography OSF Grant	OTHER	\$11,000.00
City Dance	3	CityDance Artists' Development Initiative	OTHER	\$2,000.00
Georgia Lawyers for the Arts	6	Provision of pro Bono Legal Services to Fulton County Artists and Arts Organizations Valued at \$3.25 Million	OTHER	\$16,000.00
gloATL	6	Blooming City Year 2	OTHER	\$7,150.00
Lassana Kouyate	4	Heritage, History, and Resilience	OTHER	\$2,000.00
TOTAL				\$38,150.00

2025 Contracts for Services (CFS) Overview of Application Submissions and Awards Recommendations

Contracts of Services (CFS) Application - 2025 Submission Totals		
	Applications	Request for Funding
Total number of 2025 Contracts for Services applications submitted online via Fulton County WebGrants by the January 17, 2025, 11:59 pm deadline.	212	\$5,309,633.13
Number of eligible proposals	182	\$4,793,733
Number of ineligible proposals	30	\$228,134.80
Number of applications recommended for funding	159	\$4,465,700.38
Number of withdrawn proposals	0	\$0.00

Contracts of Services (CFS) Application -2025 Ineligible Proposals by Service Category		
	Applications	Request for Funding
Number of ineligible applications submitted – Individual Artists Category .♣ Ineligible due to: County of Residence, missing required support material and address verification,.	11	\$55,000.00
Number of ineligible applications submitted – Project ♣ Ineligible due to: Applicant is ineligible due to one of the following reasons: did not include compliance documents, or was ineligible to apply in the category due to administrative base location outside of Fulton County, or entity is faith-based. Incomplete application. Ineligible in category as an LLC.	8	\$247,500.00
Number of ineligible applications submitted –Small Arts Project ♣ Ineligible due to: Applicant is ineligible to apply as a due to one of the following reasons: Incomplete application, project is not arts-based,	3	\$13,000.00
Number of ineligible applications submitted –Resource Provider. ♣ Ineligible due to: Ineligible in Category. Project is ineligible in the category	1	\$50,000.00

Number of ineligible applications submitted –Operating Support ♣ Ineligible due to: Ineligible in Category. Not a mission based arts organization.	2	\$84,000.00
Number of ineligible applications submitted-Municipality Ineligible in category.	1	\$22,000.00
Number of ineligible applications submitted - Emerging Arts ♣Ineligible due to the following; either missing required financial documents, ineligible in category due to the age of the organization’s 501 c 3, ineligible arts program.	4	\$22,500.0
Total		\$494,000

2025 Contracts for Services (CFS) Overview of Awards Recommendations			
Contracts for Services (CFS) 2025 Application Recommendations by Funding Category			
	Eligible Applicants recommended by Funding Category	Percentage of recommended Applicants submitted by Funding Category out of 159	Awards Recommendation by Funding Category
1. Number of eligible CSF applications submitted – Emerging Arts Organizations	6	3.77%	\$12,000.00
2. Number of eligible CSF applications submitted – Resource Provider	3	1.88%	\$28,750.00
3. Number of eligible CSF applications submitted – Individual	15	9.43%	\$18,724.00
5. Number of eligible CSF applications submitted – Municipality	4	2.51%	\$26,200.00
6. Number of eligible CSF applications submitted – OSF \$200K - \$699K	27	16.98%	\$316,412.00
7. Number of eligible CSF applications submitted – OSF \$3 Million Plus	5	3.14%	\$70,000.00
8. Number of eligible CSF applications submitted – OSF \$700 - \$3 Million	17	10.69%	\$260,800.00
9. Number of eligible CSF applications submitted – OSF Less than \$200K	29	18.23%	\$130,064.00
10. Number of eligible CSF applications submitted – PSF \$200K - \$699K	9	5.66%	\$74,980.00
11. Number of eligible CSF applications submitted – PSF \$3 Million Plus	11	6.91%	\$132,395.00
12. Number of eligible CSF applications submitted – PSF \$700K - \$3 Million	11	6.91%	\$116,580.00
13. Number of eligible CSF applications submitted – PSF Less than \$200K	16	10.06%	\$72,257.00
14. Number of eligible CFS applications submitted - Small Arts Project	1	0.62%	\$2,000.00
15. Number of eligible CFS applications submitted - Other	5	3.14%	\$38,150.00
TOTAL	159	100%	\$1,299,312.00

2025 Contracts for Services (CFS) Stats by Commission District			
	Number of Apps RECOMMENDED by District of Applicant's Administrative Address*	Percentage of Apps Recommended by District of Applicant's Administrative Headquarters Address* 159	Funding Recommendation Totals by District of Applicant's Main Address*
District 1	15	9.43%	\$100,560.00
District 2	12	7.95%	\$80,530.00
District 3	28	17.61%	\$258,509.00
District 4	57	35.84%	\$493,007.00
District 5	8	3.14%	\$75,100.00
District 6	36	22.64%	\$284,856.00
Other	1	0.62%	\$6,750.00
TOTAL	159	100%	\$1,299,312.00

2024 Contracts for Services Applicant Profiles

Resource Providers Profiles

RESOURCE PROVIDER PROFILES			
Hambidge Center for the Creative Arts and Sciences	APPLICANT DISTRICT	MISSION: To provide nine (9) two-week Fellowships to Fulton County artists as part of Hambidge's ongoing Creative Residency Program between January 1 and December 31, 2025.	REQUEST: \$25,000
	N/A	PROJECT SUMMARY: To provide six (6) two-week Fellowships to Fulton County artists as part of Hambidge's ongoing residency program between January 1 and December 31, 2024.	AWARD: \$6,750
Burnaway	APPLICANT DISTRICT	MISSION: Our mission is to support and promote the cultural landscape of Atlanta through publishing consequential art writing and training new art people to build a diverse and equitable arts ecosystem.	REQUEST: \$50,000.00
	4	PROJECT SUMMARY: To provide four educational programs - workshops and public talks that foster the new voices and serve as a resource for artists and creatives in Fulton County year-round	AWARD: \$11,000.00
The Mass Collective	APPLICANT DISTRICT	MISSION: We strive to be a professional, inclusive & accessible community workshop that embodies the best that the Atlanta city proper culture has to offer.	REQUEST: \$50,000.00
	4	PROJECT SUMMARY: MASS Collective provides the education, space, and equipment necessary for the production of artistic media in a safe and inclusive communal atmosphere.	AWARD: \$11,000

TOTAL	\$28,750.00
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Individual Artists Profiles

INDIVIDUAL ARTIST FUNDS PROFILES			
Brenda Porter	APPLICANT DISTRICT	MISSION: Offering classes for young people where they are allowed to express themselves and their creative abilities.	REQUEST: \$4,655.00
	4	PROJECT SUMMARY: Mini camps are half-day camps offered during the month of June. Each week there will be two camps a day, one morning and one afternoon session. Each session and each week will have a different theme, allowing participants to explore various aspects of theatre.	AWARD: \$1,024.10
Chane' Fontaine	APPLICANT DISTRICT	MISSION: To expand my portfolio but also positions me to attract new clients, bridging the gap between fine art and functional interior spaces.	REQUEST: \$5,000.00
	1	PROJECT SUMMARY: A Journey in Bloom is a solo art exhibition that explores life's transformative moments through surreal portraiture, abstract compositions, and organic forms. Inspired by motherhood, marriage, and faith, this collection captures the dualities of life, joy and pain, chaos and peace.	AWARD: \$1,100.00
Chiwuzo Okwumabua	APPLICANT DISTRICT	MISSION: To bring the futuristic world of Adaeze to life.	REQUEST: \$5,000.00
	1	PROJECT SUMMARY: We seek funding for Adaeze, an Afrofuturistic musical celebrating African heritage and innovation. Funds will support three community events, including dance workshops, digital set showcases, and documentaries, engaging marginalized youth while creating a dedicated audience for the October premiere.	AWARD: \$1,100.00
Chloe Alexander	APPLICANT DISTRICT	MISSION: My work reflects cultural and historical narratives, inviting viewers to connect with the broader human experience.	REQUEST: \$5,000.00
	4	PROJECT SUMMARY: Printmakers Chloe Alexander and Jamaal Barber will create a collaborative exhibition that investigates Southern life via the lens of family, traditions, and identity. The artists will also co-curate a complementary exhibition that expands the conversation on these topics.	AWARD: \$1,100.00

INDIVIDUAL ARTIST FUNDS PROFILES			
Dalyla McGee	APPLICANT DISTRICT	MISSION: I aim to elevate bold, unapologetic narratives that amplify marginalized voices and challenge systemic inequities.	REQUEST: \$5,000.00
	6	PROJECT SUMMARY: Phase 2 of Peps! Cola Bitch concludes in FY24-25 with play development, February, March Trinidad field study, April, June community conversations with previews, and a Juneteenth launch. Phase 3 (FY25-26) includes the Fall 2025 premiere, partner presentations, and expanded engagement activities.	AWARD: \$1,100.00
Danielle Swatzie	APPLICANT DISTRICT	MISSION: My aim as a storyteller is to transcend my audience from what we know, into the possibility of what could be.	REQUEST: \$5,000.00
	6	PROJECT SUMMARY: In Communion Workshops foster creative collaboration, inspired by eyes are portals to the soul. Open to Fulton County, they explore bell hooks' love strategies through art forms dance, music, and film. These workshops amplify voices, inspire change, and promote community growth.	AWARD: \$1,600.00
Deanna Sirlin	APPLICANT DISTRICT	MISSION: Engage in social activism through immersive experiences that draw attention to the fragility and beauty of the world and the effects of climate change, the most important global issue of this century, through dynamic compositions and intense color on a new artistic platform achieved with the intervention of technology.	REQUEST: \$5,000.00
	2	PROJECT SUMMARY: The creation of an experimental film, Lumen created on the site of my artwork Watermark before it is uninstalled at the end of 2025. This video will feature gloATL as performers and will be shown at three public venues in Fulton County and be free of charge to the public for viewing.	AWARD: \$1,100.00

INDIVIDUAL ARTIST FUNDS PROFILES			
George Galbreath	APPLICANT DISTRICT	MISSION: To have intimate conversations about their impact, I continue my work of celebrating and preserving the essence of Atlanta - its people, its culture, and its spirit.	REQUEST: \$5,000.00
	4	PROJECT SUMMARY: On The Couch With the Galbreaths is an Atlanta-based platform providing context within the field of art through showcasing local artists and culture influencers. In 2025, (6-8) 25-40 min episodes will air on YouTube and social media, highlighting Atlanta's creative scene and its unmatched talent.	AWARD: \$1,100.00
Immanuel Laidlaw	APPLICANT DISTRICT	MISSION: challenge societal norms and amplify underrepresented voices in my work.	REQUEST: \$2,000
	6	PROJECT SUMMARY: Launching in Fall 2025, What's Work features an art exhibition and workshops at Sovereign Sounds. There will also be other engagement opportunities, including but not limited to mentorships, artist showcases, and community programs to foster artistic growth, creativity, and connection.	AWARD: \$1,000
Irvin Wheeler	APPLICANT DISTRICT	MISSION: Enhance my new exhibition, allow me to share this knowledge with my peers, and to educate younger artists.	REQUEST: \$5,000.00
	6	PROJECT SUMMARY: The Imagenerations exhibition will be held at the Emma Darnell Aviation Museum & Conference Center Saturday November 15, 2025 - January 3, 2026. Activities will include an Opening Reception, a Woodcarving workshop, and an Artists Talk.	AWARD: \$1,600.00
Kerri Garrett	APPLICANT DISTRICT	MISSION: To create for and with my communities. Offering free dance classes or organizing meals for the housless reinforced that creating art is inseparable from giving back.	REQUEST: \$5,000.00
	6	PROJECT SUMMARY: A Westside Love Story seeks funding for post-production and screenings. Funds will cover editing, sound design, and color grading, plus screenings at Atlanta University Center on April 10 and Plaza Theatre on World AIDS Day with panels and free resources. Completion is planned for February.	AWARD: \$1,600.00
Kiera Nelson	APPLICANT DISTRICT	MISSION: The Renaissance Open Mic provides a new reliable space for people to hear the stories of others and be heard.	REQUEST: \$5,000.00
	6	PROJECT SUMMARY: This request is for support for a new weekly poetry-forward open mic in the College Park/ East Point Area tentatively entitled The Renaissance Open Mic. The request is to fund a host, a weekly paid poetry feature, and venue rental.	AWARD: \$1,350.00

INDIVIDUAL ARTIST FUNDS PROFILES			
Reinilda Fernandez	APPLICANT DISTRICT	MISSION: My work is grounded in the belief that art can unite diverse cultures, spark conversations on identity, and inspire collective healing.	REQUEST: \$5,000.00
	1	PROJECT SUMMARY: From August 9 . September 20 at ArtsXChange, Ayiti-Quisqueya: Nexus of the Taíno's show will unite Dominican and Haitian art, exploring shared Taíno roots, migration, and conflict, sparking cultural renewal and collective healing.	AWARD: \$1,600.00
Suní Solomon	APPLICANT DISTRICT	MISSION: Suni MF's artistry is deeply influenced by the intersection of music, storytelling, and cultural resilience.	REQUEST: \$5,000.00
	6	PROJECT SUMMARY: The Future is Yellow School Tour runs from Spring/Summer 2025, featuring Suni MF's live music performances, interactive workshops, and motivational talks at Fulton County schools. The program inspires students through music, storytelling, and creativity, fostering self-expression and empowerment.	AWARD: \$1,100.00
Tobey Sanders	APPLICANT DISTRICT	MISSION: The exhibit aims to offer viewers a unique and immersive visual experience.	REQUEST: \$5,000.00
	3	PROJECT SUMMARY: Ethereal Energy is a solo exhibit showcasing my art collection. Inspired by nature's light and shadow, my collection features dynamic mica textures and metallic accents. This project elevates my artistic career, demonstrating my expertise and innovation, and aims to inspire future artists.	AWARD: \$1,350.00
TOTAL			\$18,724.10

Operational Support \$200K- \$699K Organization Fund Profiles

OPERATIONAL SUPPORT \$200K - \$699K FUNDS PROFILES			
Alpharetta Symphony Orchestra Inc.	APPLICANT DISTRICT	MISSION: The Alpharetta Symphony exists to inspire, connect, educate, and enrich our home city of Alpharetta and North Fulton through the magic of classical music.B. Artistic Vision: Explain your artistic vision. Who participates in shaping the vision? How is the vision reflected in programming? How does your artistic programming contribute to the art of the field? What makes your work distinct in the field?	REQUEST: \$13,783.80
	2	PROJECT SUMMARY: To present 7 symphony concerts in 2024, free/low-cost, targeting residents in N. Fulton. Performances will be held at Alpharetta Methodist/Innovation Academy/Brooke Street Park (free) in Feb 2025, Apr 2025, May 2025, Sept 2025, Oct 2025, Dec 2025. Orchestra season runs Aug-May. To provide low-cost orchestral education through Alpharetta Symphony Youth Orchestra program (ages 10-18) and present 4 concerts at Innovation Academy/North Point Mall in Mar 2025, May 2025, Oct 2025, and Dec 2025. Youth season runs Aug-May. To perform approximately 5, low-cost/free, chamber ensemble outreach concerts to various assisted living centers/schools/libraries in 2025. To hold 2 free musical workshops for children in 2025 at the Alpharetta Arts Center/Preston Ridge Community Center in Spring/Fall 2025.	AWARD: \$4,411.00
Arts Critic ATL	APPLICANT DISTRICT	MISSION: Build and expand arts audiences to create a sustainable local arts community that contributes to the economic and cultural health of metro Atlanta.	REQUEST: \$25,000.00
	4	PROJECT SUMMARY: To publish over 500 stories about metro Atlanta's arts and culture offerings, including reviews, previews, and feature stories, on our free site, ArtsATL.org; To publish our free weekly e-newsletter (January - December 2025). To provide arts coverage for the AJC through our paid content partnership.	AWARD: \$8,000.00
Atlanta Chamber Players, Inc.	APPLICANT DISTRICT	MISSION: It is a long-standing tradition and true to the mission that the ACP premieres, at minimum, one new commissioned work each season. The ensemble appears in numerous artistic, educational, and outreach concerts each season, as well as in residencies and television and radio broadcasts, and has developed partnerships with the Georgia Youth Symphony Orchestra and Franklin Pond Chamber Music.	REQUEST: \$12,000.00
	6	PROJECT SUMMARY: To present chamber music concerts at both public locations and private homes serving the metro-Atlanta area. More specifically, our projected 2025 Fulton County concerts include 11 concerts: -Soiree Series concert, home in Tuxedo Park, Public Series concert, Ahavath Achim Synagogue Soiree Series concert, home in Country Club of the South, Soiree Series concert, home in Ansley Park/ Public Series concert, First Presbyterian Church of Atlanta, Soiree Series concert, home in Inman Park, Soiree Series concert, home in Ansley Park. Free Public Concert, Garden Hills Rec Center, Proposed Public Concert, Venue TBD, Proposed Soiree Concert, Venue TBD, Proposed Soiree Concert, Venue TBD	AWARD: \$3,840.00

OPERATIONAL SUPPORT \$200K - \$699K FUNDS PROFILES			
Atlanta Workshop Players	APPLICANT DISTRICT	MISSION: To educate, challenge, and inspire diverse young people through extraordinary theatrical productions, filmmaking, and training, in a joyful, supportive, non-competitive atmosphere.	REQUEST: \$50,000.00
	1	PROJECT SUMMARY: All programs & shows held in AWP's new STUDIO 13, except outreach programs: Film School Conservatory-Jan-May, August-Dec 2025, Movie Musical Company-Pro Training program-Jan-May, August-Dec, 60 Live Performances of Plays, Musical Revues, Concerts, Improv Jan-Dec, Five Summer Performing Arts Camps - June & July 2025, Seminars for people w/disabilities - June 2025, Outreach programs/workshops in Retirement homes and immigrant communities, After School Enrichment Programs -Jan - March, Sept-Nov 2025, In School Theatre Program at the Howard School, for alternative learners. 8 Film Shorts w/original scripts, music, choreography-Filmed on location, 4 PSAs - filmed on location in Fulton, 22 Industry Pro Workshops, 4 Free Workshops, 25 Class Scholarships.	AWARD: \$16,000.00
Caribbean American Cultural Arts Foundation	APPLICANT DISTRICT	MISSION: Our mission is to educate, empower, and support underserved communities.	REQUEST: \$20,000.00
	4	PROJECT SUMMARY: Caribbean American Cultural Arts FDN Cultural Connect Program offers multicultural students the opportunity to learn about the global community. The program aims to educate students about their diverse communities, people, and cultures. This program offers unique educational arts programming, which will be enhanced to align with Georgia Performance Standards for Fine Arts. Our scope of service is based upon constructive learning outcomes created by our board of advisors, which includes professors from local universities and teachers from private and public schools in the area. Cultural Connect embodies a diversity and inclusion approach to effectively teach the students about art, folk traditions, creative strategies, and cultural techniques in creating each art project.	AWARD: \$6,400.00
Dance Canvas, Inc.	APPLICANT DISTRICT	MISSION: Provide opportunities and venues to increase the awareness of professional dance in Atlanta. We achieve our mission through 3 program areas of service, Choreographer Career Development Initiative (CCDI), Youth Outreach/Exposure and Leadership & Audience Engagement.	REQUEST: \$42,100.00
	4	PROJECT SUMMARY: Dance Canvas is seeking funding for operating support to cover performances, workshops, community outreach and our dance on film program (between Jan 1, 2025 - December 31, 2025. This includes performances, workshops and youth programs for the 2nd half of our 2024-25 season, as well as the 1st half of our 2025-26 Season.	AWARD: \$13,472.00

OPERATIONAL SUPPORT \$200K - \$699K FUNDS PROFILES
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Dashboard Co-op Inc	APPLICANT DISTRICT	MISSION: Dashboard is a creative non-profit with a mission to bring transformative arts experiences into public spaces.	REQUEST: \$50,000.00
	4	PROJECT SUMMARY: Dashboard will produce over six public art projects in Fulton County, each consisting of public exhibitions and related community programming taking place at: Historic District Development Corporation; Haugabrooks Gallery (Curator-in-Residence Program) and Front Porch (Exhibition and Public Programming); Sweet Auburn Atlanta, Arts & Entertainment Atlanta District; ART in the PARK at Woodruff Park (Public Art Activation), Downtown Atlanta, City of Fairburn; Illuminated Spaces series (permanent public installation) and Art in the Alley Hispanic Heritage Month and Alleywave: Canopy of Color (public Art installations), Downtown, Fairburn, City of Roswell; Tapestry of Generations (Workshops and Public Art Activations); Roswell, GA	AWARD: \$13,500.00
Flux Projects	APPLICANT DISTRICT	MISSION: Flux Projects commissions public art that invites audiences in Atlanta to explore the city's sites and stories as a means to imagining its future possibilities.	REQUEST: \$50,000.00
	4	PROJECT SUMMARY: To provide public art programming and events from January - December 2025 that engage Fulton County residents, bring opportunities to local artists, and encourage conversations about the critical issues of our time. These efforts will be realized through temporary public art projects and additional programming such as artists talks, tours, and workshops.	AWARD: \$16,000
Georgia Ensemble Theatre	APPLICANT DISTRICT	MISSION: Our mission is to create connection between artists and audiences of all ages. In 2024-2025, we are producing our 32nd season of plays and musicals for all ages.	REQUEST: \$50,000.00
	2	PROJECT SUMMARY: To present four plays and two concerts at Georgia Ensemble Theatre in the Act3 Playhouse. To produce three touring productions for schools, community centers, and senior groups, traveling throughout the metro Atlanta area. To offer year-round classes and camps in performing arts skills for children and adults at Georgia Ensemble Theatre at Act3 Playhouse.	AWARD: \$16,000.00

Note: The applicant's main address may not be reflective of the location where program services are provided or the district in which their audience is served. Applicants may provide arts services across multiple Fulton County Commission Districts.

OPERATIONAL SUPPORT \$200K - \$699K FUNDS PROFILES			
Giwayen Mata, Inc.	APPLICANT DISTRICT	MISSION: Celebrate and uplift our communities by presenting and teaching culturally relevant dances, rhythms, and songs that amplify the narratives of women of the African Diaspora.	REQUEST: \$30,000.00
	6	PROJECT SUMMARY: To provide learning experiences to members, students, and special guests: 2 West African dance and drum workshop series with master teachers venue TBD, 2 Diaspora Days with local and regional teaching artists in various Diasporic dance and drum styles; venue TBD, To provide organizational/professional development experiences for lead artistic and administrative staff: 4 leadership development sessions with Dr. Folami Prescott-Adams; venue The Wellness Group in Atlanta, GA. production training sessions with Noelle Jordan; venue TBD. To provide support for box office, production, venue, administrative, and creative for our annual Kwanzaa concert; Drew Charter School in Atlanta, GA.	AWARD: \$9,600
Johns Creek Symphony Orchestra Inc.	APPLICANT DISTRICT	MISSION: Enhance the quality of life for Johns Creek and north Metro Atlanta residents through the presentation of high-quality performances, educational and other outreach programs that reflect the cultural diversity of the community.	REQUEST: \$50,000.00
	1	PROJECT SUMMARY: Present nine (9) major public concerts in Johns Creek targeting residents of greater north Fulton County in 2025: HEROES AMONG US: A MUSICAL TRIBUTE on January 25; FROM SCREEN TO STAGE on March 15; MEET THE ORCHESTRA (MTO) educational concert at a Fulton County Elementary School TBA in March or April; KALEIDOSCOPE OF AMERICAN MUSIC at Johns Creek United Methodist Church on May 10; ATLANTA FESTIVAL ACADEMY SIDE-BY-SIDE on August 2 at Johns Creek United Methodist Church; FREE NEWTOWN PARK CONCERT at Newtown Park on October 4; EUREKA concert in November; and A KIDS' CHRISTMAS and HOLIDAYS WITH THE JCSO, both in December. All concerts with locations not specified will be held at Mount Pisgah Church in Johns Creek.	AWARD: \$16,000.00
Note: The applicant's main address may not be reflective of the location where program services are provided or the District in which their audience is served. Applicants may provide arts services across multiple Fulton County Commission Districts.			

OPERATIONAL SUPPORT \$200K - \$699K FUNDS PROFILES			
Manga African Dance, Inc.	APPLICANT DISTRICT	MISSION: Preserve, present, and instruct indigenous African culture through traditional dance, education, and performance from Western, Central, and South Africa. Its mission is to be a catalyst for the arts. MADI envisions a vibrant State of Georgia where cultural arts thrive and celebrate.	REQUEST: \$36,238.00
	4	PROJECT SUMMARY: To present African dance and culture through various programs targeting Atlanta audiences from January 1, 2025, to December 31, 2025. Black History Month workshops and performances will be held in collaboration with Southwest Atlanta STEAM Stars, which is dedicated to empowering youth with the skills, knowledge, and passion for STEAM subjects, especially those in underserved communities. Eighty percent of their participants are neurodivergent. There will be a concert at H.J. Russell West End Academy. March 2025: Spring camp. April 25th, 26th, and 27th: 27th Annual Dance and Drum Conference, 2025. June to July 2025: Summer camp. September 17th: Nigerian Cultural Festival/28th Annual Osun Festival. December 12th, 13th, 14th: Youth Rites of Passage.	AWARD: \$11,596.00
Metropolitan Ballet Theatre	APPLICANT DISTRICT	MISSION:- Provide cultural enrichment to South Fulton and Southwest Atlanta. Provide opportunities for music performance and the continued musical growth of band members Advocate for music education in schools	REQUEST: \$15,000.00
	6	PROJECT SUMMARY: To provide ongoing pre-professional instruction in ballet, modern, and jazz dance at MBT's studio in Alpharetta. To provide ongoing non-professional level instruction in ballet and dance fitness for adults at MBT's studio. To provide a three-week summer intensive ballet workshop in June 2025 at MBT's studio. To present five performances of The Nutcracker at a north Fulton venue in December 2025. To work with local schools and community organizations to promote music, dance, and the performing arts through mini-performances, school outreach, education, and events.	AWARD: \$4,800.00

OPERATIONAL SUPPORT \$200K - \$699K FUNDS PROFILES			
Music in Common	APPLICANT DISTRICT	MISSION: Strengthen, empower, and connect communities through the universal language of music. Music in Common curates experiences for people across social divides to discover common ground through facilitated conversation and music. Our programs encourage dialogue, collaborative songwriting, multimedia production, and performance, uniting diverse communities and empowering them against hate.	REQUEST: \$50,000.00
	4	PROJECT SUMMARY: To present the Black Legacy Project series with four free performances in districts 1, 5, and 6. Performances include: Black Legacy Project concert at Roswell River Landing for Roswell Arts Fund. Concert and film screening at Chattahoochee Nature Center in spring/summer 2025 in partnership with the Roswell Arts Fund. Black Legacy Project concert and film screening with South Fulton Arts in spring/summer 2025 at a location to be determined. Black Legacy Project film screening at GPB in fall 2025. To hold the FODfest concert in October 2025 at a place to be determined. To present two Songs & Stories concerts, one at MIC Studios in Hapeville and one at Constellations in Atlanta.	AWARD: \$16,000.00
Out On Film, Inc.	APPLICANT DISTRICT	MISSION: Our mission is to entertain, educate, and empower communities by showcasing the best in queer storytelling.	REQUEST: \$25,000.00
	6	PROJECT SUMMARY: To provide year-round LGBTQIA+ film programs in Fulton County, including monthly Queer Film Alliance gatherings; a Spring Film Festival (April 2025); outdoor film screenings (semi-monthly dates TBD); standalone Queer All Year screenings (various dates/venues); Stage and Screen collaborations with Out Front Theatre (five times per year); a Queer All Year Local Shorts event (June 2025); the Queer Summit (September 29?October 2, 2025); and our signature 38th Out on Film Festival (September 25?October 5, 2025). All events will occur at venues throughout Districts 3, 4 and 6 in Atlanta, serving both in-person and virtual audiences.	AWARD: \$8,000
Phoenix Theatre Academy, Inc.	APPLICANT DISTRICT	MISSION: The Academy Theatre exists to enrich the Atlanta metropolitan community with an emphasis on the south metro side of town by providing space for the exploration of the arts, producing educational outreach for all ages with a focus on the family and nurturing appreciation for the performing and visual arts through presentation of quality professional artistic work at an affordable price making the work an experience that everyone can enjoy.	REQUEST: \$50,000.00
	4	PROJECT SUMMARY: To present a mainstage season of seven (7) productions, twenty (20) Sunday Variety Series shows on the Diamond stage (our Cabaret space) and twenty (20) special and community events). Performances will be held at the Academy Theatre's space at 599 North Central Avenue, Hapeville, Georgia 30354. In 2025 the Academy Theatre will present 106 performances reaching 5,600 audience members.	AWARD: \$16,000.00

Pianos For Peace	APPLICANT DISTRICT	MISSION: Building peace through music and education. P4P strives to unite and uplift communities by making the arts accessible to all. Since 2015, we have served the metro Atlanta community through our annual free outdoor Pianos for Peace festival and four meaningful year-round arts and education programs focused on underserved communities and organizations in need. These programs include arts education in our under-resourced schools and community centers and music therapy programs in schools, hospitals, nursing homes, and senior care facilities.	REQUEST: \$50,000.00
	3	PROJECT SUMMARY: Present the annual Peace Festival September 1-21, 2025, with a minimum of 25 outdoor locations throughout Fulton County and Metro Atlanta. High traffic areas include multiple MARTA stations, Rialto Center for the Arts at GSU, The King Center, Spelman College, Fulton County Government Building, and several Atlanta Beltline outdoor sites. Donate 20 pianos to under-resourced Atlanta public schools within Fulton, Cobb, and Forsyth Counties school districts. Engage a minimum of 50 local artists and musicians in both our Community Arts and Education programs. Serve an estimated 1,350 seniors and veterans through our Healing Arts Program that serves the community through free public concerts and bedside performances in nursing homes and community centers.	AWARD: \$16,000.00

OPERATIONAL SUPPORT \$200K - \$699K FUNDS PROFILES			
PushPush Arts (formerly PushPush Theater)	APPLICANT DISTRICT	MISSION: Our mission is to incubate artists and their original work through creative development and programmatic opportunities that focus on collaboration, inclusion, experimentation and innovation.	REQUEST: \$50,000
	5	PROJECT SUMMARY: To present monthly open calls, readings, and workshops, free of charge and open to the public. To continue incubating 50+ developing Seed Works artists and their original work. To host a new annual fall event, referred to as our ARTS DIVE, (as in deep dive) in our new spaces with themed arts activities in each of our multiple immersive events. To introduce new educational arts and makers programs for youth ages 12-18. To introduce a new roster of workshops and a new Monday night lab. To launch a new literary brunch in the cafe. To kick off a new quarterly gallery residency program.	AWARD: \$16,000
Soul Food Cypher	APPLICANT DISTRICT	MISSION: Soul Food Cypher (SFC) utilizes the power of freestyle Rap and lyricism to transform individuals and communities.	REQUEST: \$30,000
	4	PROJECT SUMMARY: To present various public performances, in-school school programs in partnership with Kindezi School, and 11 virtual and/or in-person cyphers in Fulton County throughout 2025.	AWARD: \$9,600
South Fulton Institute for Art, Culture and Environment	APPLICANT DISTRICT	MISSION: South Fulton Art's mission and vision have successfully generated and fostered programs in the areas of film, theater, dance, photography, literature, and music.	REQUEST: \$50,000
	6	PROJECT SUMMARY: Partner Meet & Greet, for artists and organizations selected as partners for the Create program - January CREATE Partners - 11 Individuals, 8 Organizations, and 6 Youth Programs, 2025 Filmer premiere, Producing 8 new Films about local artists, Connect play reading of 2 Across in March and Gees Bend in September, Exchange Spoken Word program with Soul Food Cypher on May 14 at Academy Theatre, Exchange Music program with OKCello on July 10 in East Point Exchange Spoken Word program with ANON the Griot on August 14. Benefit Concert on October 11 honoring key artist and organization partners of SFA. Arts United biannual publication (12,500 print copies), Spark podcast (12-16 Episodes)	AWARD: \$13,500
Southeast Community Cultural Center, Inc. d/b/a ArtsXchange	APPLICANT DISTRICT	MISSION: The mission is to empower individuals and communities through the transformative power of the arts. The organization provides access to arts education, fosters cultural exchange, and creates opportunities for local artists and residents to engage in creative expression.	REQUEST: \$50,000
	6	PROJECT SUMMARY: Twenty Seven Saturday Writers Workshop , Fourteen Monthly Open Mic and Poetry Slam, Twenty Three Scrabble and Playing with Our words, Twenty (20) Visual Literacy Workshops, Six Gallery exhibits and six artist talks, Three performances of United States of Amnesia with Jose Torres Tama, Three performance workshops taught by Jose Torres Tama, One short film festival, One Art of Aging Art and Resources Fair, One Literary Celebration, Three Poetry Slams, One Earth Day/Environmental Justice Summit, One First Day of Kwanzaa: Umoja, Two Art and Immigration panels, Eight Garden Like A Boss Workshops.	AWARD: \$16,000

OPERATIONAL SUPPORT \$200K - \$699K FUNDS PROFILES			
staibdance	APPLICANT DISTRICT	MISSION: In 2014 staibdance became a 501(c)3 contemporary dance company with an expanded mission to include original work, workshops, and educational programming.	REQUEST: \$25,000
	3	PROJECT SUMMARY: Root Theory Workshop, a three-day discovery workshop open to artists of all genres. (January 2025),staibdance unplugged a three-month rehearsal period with opportunities for audiences to see the work in progress for our new multidisciplinary creation between dog and wolf. (March - May 2025), Rehearsals and one open showing to prepare a performance of Group Therapy, a dance theater solo created by staibdance Artistic Director for Leah Cox. (June-July 2025), Continued planning and development of (MC)2 (January-December 2025) Two-month rehearsal period followed by performances of between dog and wolf, a multi-venue, city-wide series of performances designed to engage targeted neighborhoods throughout Atlanta in October 2025. (August-October 2025)	AWARD: \$8,000
TADA Foundation Inc.	APPLICANT DISTRICT	MISSION: Our mission is to provide opportunities for children and adults with and without disabilities to experience the joy of movement through dance instruction and performance opportunities.	REQUEST: \$45,000
	3	PROJECT SUMMARY: 1) To provide weekly dance education for kids with disabilities from concluding with performances: May show at Drew Charter & Dec show at a community location TBD. 2) To provide free weekly dance classes for seniors to assist in improving balance, flexibility, and strength as well as preventing cognitive decline; Seniors perform. To deliver two 5-month pre-professional classical ballet programs with a focus on recruitment of black dancers concluding in theater-based performances with additional community-based performances during the session. This prestigious program provides elite training in preparation for competition at YAGP and college auditions with a focus on enhancing technique and artistry.	AWARD: \$12,150
The Michael O'Neal Singers,	APPLICANT DISTRICT	MISSION: The Michael O'Neal Singers organization (MOS) seeks to engage, educate and enrich Atlanta-area singers and audiences with compelling choral experiences which are innovative, multicultural and multigenerational.	REQUEST: \$25,000

Inc.	2	PROJECT SUMMARY: To present a series of 5 live choral performances with corresponding ONLINE Choral Singing programs for all, in 2025. To offer free outreach DVD concert bundles to Senior Living Communities throughout the year.	AWARD: \$8,000
OPERATIONAL SUPPORT \$200K - \$699K FUNDS PROFILES			
Twinhead Theatre	APPLICANT DISTRICT	MISSION: Our mission is to create opportunities for self-producing performers to entertain Atlanta with adventurous content and diverse voices.	REQUEST: \$17,321
	4	PROJECT SUMMARY: To present the Atlanta Fringe Festival, featuring 54* theatrical productions performing a total of six times each during the week, in addition to free kids-focused performances and activities in partnership with the East Atlanta Kids Club. We'll also host the annual Fringe Audio program with 24 audio productions streaming for free from our website or any popular podcast platform (Spotify, Apple, etc). An additional six productions will be hosted at venues outside Fulton County.	AWARD: \$5,543
Whole World Theatre Company	APPLICANT DISTRICT	MISSION: WW made it their mission to continue to train and share this unique style of improv with others.	REQUEST: \$50,000
	3	PROJECT SUMMARY: To provide experiences that promote comedy and connection for company members, students, and audiences regardless of age, race, gender, sexual orientation, or ability (January - December 2025).	AWARD: \$16,000
TOTAL		\$316,412.00	

Note: The applicant's main address may not be reflective of the location where program services are provided or the District in which their audience is served. Applicants may provide arts services across multiple Fulton County Commission Districts.

Operational Support \$3 Million Plus Organization Fund Profile

OPERATIONAL SUPPORT \$3 Million Plus FUNDS PROFILES

Atlanta Music Project, Inc.	APPLICANT DISTRICT	MISSION: Empower youth to realize their possibilities through music.	REQUEST: \$50,000.00
	4	PROJECT SUMMARY: -To provide beginner-level after-school youth band/orchestra/choir programs for students grades K-8;(AMP Center, Perkerson Park Recreation Center, South Bend Center for Arts & Culture). To provide intermediate/advanced level after-school youth orchestra/choir programs for students grades (AMP Center). To provide private lessons for 75 AMP students; (AMP Center) To provide a summer festival for students grades 4-12; June 2025 (Sylvan Hills Middle School). To present 50 performances; (throughout Fulton County). To host 2 residencies open to all AMP students; (AMP Center). To assist AMP students and alumni through college and career counseling	AWARD: \$15,500.00
Alliance Theatre	APPLICANT DISTRICT	MISSION: Atlanta's national theatre, expanding hearts and minds, onstage and off.	REQUEST: \$50,000.00
	3	PROJECT SUMMARY: To produce thirteen (13) fully produced productions, including four (4) Alliance Series productions on the Coca-Cola Stage; four (4) Hertz Series productions on the Hertz Stage; four (4) Kathy & Ken Bernhardt Theatre for the Very Young productions in the Selig Family Black Box and on tour; and one (1) exclusively touring middle school production. To program year-long programs, including Alliance Theatre Institute in-school residency programs and professional development workshops for teachers, teen programming, and community engagement activities.	AWARD: \$13,000.00
Center for Puppetry Arts, Inc.	APPLICANT DISTRICT	MISSION: The Center filled a need for a place in the US where puppetry could be explored by both artists and audiences.	REQUEST: \$50,000.00
	3	PROJECT SUMMARY: To use the global art of puppetry as a means to provide Fulton County residents educational experiences that encourage creativity, support school-day learning, fuel holistic development, and provide accessible, hands-on opportunities to participate in arts activities. The Center will delight audiences of all ages with sophisticated, fully-staged puppetry performances; museum exhibits that put puppetry into global, cultural, and historical contexts; and interactive arts-infused education programs for children and adults, including live digital performances and workshops to provide in-class and in-home virtual programming.	AWARD: \$13,000.00

OPERATIONAL SUPPORT \$3 Million Plus FUNDS PROFILES			
High Museum of Art	APPLICANT DISTRICT	MISSION: Bring art, ideas, and people together to amplify the importance of artistic expression, envision a better future, and positively change Atlanta.	REQUEST: \$50,000.00
	3	PROJECT SUMMARY: Operating support will enable the High Museum of Art to collect, interpret, and preserve works of art; striving to engage and educate regional, national, and international audiences, while promoting scholarship through research and publication. Community outreach will continue with a wide variety of public events.	AWARD: \$15,500
Robert W.Woodruff Arts Center (d/b/a Atlanta Symphony	APPLICANT DISTRICT	MISSION: Our mission is to "unite, educate and enrich our community through the engaging and transformative power of orchestral music experiences."	REQUEST: \$50,000.00
	3	PROJECT SUMMARY: To present 125 live classical music concerts, popular music concerts, and movies with orchestra concerts at Symphony Hall. To present free live music performances and workshops in Fulton County neighborhood venues and schools. To provide a year of music education programs such as Music for the Very Young and Students at the Symphony concerts that serve Fulton County students and toddlers. To provide a year of advanced music training to Fulton County students through the Atlanta Symphony Youth Orchestra and Talent Development Program. To present a year of virtual classical concerts, holiday and family concerts, and education programs. All performances and activities will take place January - December 2025	AWARD: \$13,000.00
TOTAL		\$70,000.00	
Note: The applicant’s main address may not be reflective of the location where program services are provided or the District in which their audience is served. Applicants may provide arts services across multiple Fulton County Commission Districts.			

Operational Support \$700K - \$3Million Organization Fund Profiles

OPERATIONAL SUPPORT \$700K - \$3 Million FUNDS PROFILES

Actor's Express Inc	APPLICANT DISTRICT	MISSION: Actor's Express inspires people to question themselves, their communities and the world by creating live theatre in an inclusive space designed to challenge conventional thinking and reflect contemporary human experiences.	REQUEST: \$30,000.00
	6	PROJECT SUMMARY: To present a series of five plays from February 6, 2025 through October 26, 2025 at Actor's Express, as well as to offer community engagement programs and an apprenticeship program. Actor's Express will commission a new play by a local playwright and provide workshopping space for new plays in development.	AWARD: \$9,600.00
Artportunity knocks, Inc	APPLICANT DISTRICT	MISSION: Artportunity Knocks (AK) is a non-profit organization with a mission to empower youth to make positive and smart choices while increasing opportunities in the Arts, Education, Community Service, and Bridging Cultures.	REQUEST: \$40,000.00
	5	PROJECT SUMMARY: To offer our Summer Creative Careers Academy for at-risk teens in Digital Media, Esports and AI Animation.	AWARD: \$12,800.00
Atlanta Contemporary Art Center	APPLICANT DISTRICT	MISSION: Atlanta Contemporary's (AC) mission is to engage in the creation, presentation, and advancement of contemporary art. This mission is achieved through large-scale exhibitions, a robust studio artist program, and an operational model of free daily admission that reduces perceived and real barriers to art experiences and understanding.	REQUEST: \$50,000.00
	6	PROJECT SUMMARY: To offer vital contemporary artistic programming by presenting consequential artists and creatives from the local, national, and international art scenes through our various exhibitions, project spaces, and programs (January - December 2025). AC commissions new works, paying particular attention to artists who have not had a significant exhibition in the Southeast, as well as organizes over 100 programs annually, including Contemporary Kids, Open Studios, Contemporary Talks, and more. AC also provides 13 on-site subsidized studio spaces to working artists through the Studio Artist Program.	AWARD: \$16,000.00

OPERATIONAL SUPPORT \$700K - \$3 Million FUNDS PROFILES

Atlanta Jewish Film Society, Inc.	APPLICANT DISTRICT	MISSION: The mission of the Atlanta Jewish Film Festival (AJFF) is to foster new levels of social and cultural understanding through international cinema that address universal themes, building bridges of understanding between the Jewish community and other ethnic, religious, and cultural groups.	REQUEST: \$50,000.00
	5	PROJECT SUMMARY: The 25th annual Atlanta Jewish Film Festival will take in Feb. Over 60 films will be presented in two downtown Atlanta theaters (the Plaza Theatre and the Tara Theatre), as well as two suburban theaters (Sandy Springs Performing Arts Center and Springs Cinema & Taphouse in Sandy Springs). A specially curated selection of films will be available for streaming with closed captions included. The 2025 lineup will include a diverse array of 50 feature films and 14 shorts from 22 countries, including one World Premieres, 5 North American Premieres, and 20 Southeast Premieres.	AWARD: \$16,000.00
Atlanta Shakespeare	APPLICANT DISTRICT	MISSION: Our mission is 'the communion of actor and audience through poetry'. Our Original Practice theatrical ensemble performs Shakespeare in a way that Shakespeare himself would recognize: on a set resembling the Globe's, with period costumes and music, and using an Elizabethan approach to action and text.	REQUEST: \$50,000.00
	4	PROJECT SUMMARY: Our 25/26 Season will include a minimum of: 4 Core Curriculum Shakespeare titles. 1 Family Series production. 3 plays from Shakespeare's deeper repertoire. 1 all-female production. 2 or 3 non-Shakespeare plays. A Christmas Carol. For a single-theater operation, our output is prolific: because we are a full-time ensemble, we are able to produce nearly double the number of shows that other theaters of our budget size do, without sacrificing quality. We offer programming that connects us and our community to the English-speaking world's classics. All of our in-class work requires active participation and fulfills all of the State's and IRA/NCTE Standards for Language Arts.	AWARD: \$16,000.00
Dad's Garage, Inc.	APPLICANT DISTRICT	MISSION : Our mission is to transform people, communities and perspectives through laughter. We aim to provide a safe and inclusive space for learning, laughter, and self-reflection. Audiences attending Dad's Garage productions spend approximately \$500,000 each year at surrounding businesses, supporting the economy of the Old Fourth Ward. All of Dad's Garage productions are created in-house by local technical theatre professionals, designers, musicians, and our locally-based ensemble of improvising actors.	REQUEST: \$50,000.00

	4	PROJECT SUMMARY: General operating support for calendar year 2025 will allow us to continue offering a robust programming calendar of more than 350 annual events. This will include script and improvised performances; special events to engage and celebrate our community of artists and neighborhood, youth programming ranging from summer camps to school year workshops, and dedicated performances by Dad's professional	AWARD: \$16,000.00
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		working Ensemble and classes targeted to adults	
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OPERATIONAL SUPPORT \$700K - \$3 Million FUNDS PROFILES			
Horizon Theatre Company Incorporated	APPLICANT DISTRICT	MISSION: Our mission is to connect people, inspire hope, and promote positive change through the stories of our times. We build bridges between diverse audiences and artists with theatre that is relevant, challenging and uplifting.	REQUEST: \$50,000.00
	5	PROJECT SUMMARY: To produce a 2025 season of regional or world premieres of contemporary plays and musicals: an encore production of the hit, immersive musical NATASHA, PIERRE AND THE GREAT COMET OF 1812 (Jan/Feb); I CARRY YOUR HEART WITH ME (March/April), LAUGHS IN SPANISH (May/June), two additional contemporary plays (August/Sept, Oct/Nov), and the holiday Family Series show MADELINE'S CHRISTMAS (Dec). To develop 3 or more new plays by women, black or Southern writers through the BLACK WOMEN SPEAK and NEW SOUTH PLAYWORKS PROGRAMS. To provide theatre education programs: NEW SOUTH YOUNG PLAYWRIGHTS FESTIVAL (May/June), HORIZON IN-SCHOOL PLAYWRITING RESIDENCY (Title 1 school), and the Apprentice program.	AWARD: \$16,000.00
Independent Media Artists of Georgia, Etc dba Atlanta Film Society	APPLICANT DISTRICT	MISSION: To connect, educate, and engage audiences with the creative industry by supporting artists and providing a platform for their work. We champion cultural discovery, foster artistic growth, and advocate for diverse voices in film and media arts.	REQUEST: \$50,000.00
	4	PROJECT SUMMARY: The Atlanta Film Society consists of its signature festival, the Atlanta Film Festival, April 24-May 4th, 2025, and the year-round educational programming that takes place beyond the festival. Programming includes screenings, classes, workshops, seminars, and the festival.	AWARD: \$16,000.00
Museum of Design Atlanta	APPLICANT DISTRICT	MISSION: At MODA, design is more than aesthetics; it is a dynamic, problem-solving process that inspires change, transforms lives, and envisions a better future.	REQUEST: \$50,000.00
	3	PROJECT SUMMARY: To present 3 exhibitions that demonstrate design as a process that inspires change, transforms lives, and makes the world a better place. "Threads of Change": An exploration of the intricate relationships between nature, climate change, and humanity through the mesmerizing medium of textile art. "Crafting Cacao: The Design of Chocolate": An exhibition exploring the history and cultural significance of chocolate, the	AWARD: \$16,000.00

		challenges facing the industry, innovative packaging design, technological advancements, and chocolate's role in pop culture. "The Hoodie": This exhibition considers the role of the hoodie as carrier of socio-political meaning.	
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OPERATIONAL SUPPORT \$700K - \$3 Million FUNDS PROFILES			
Out of Hand Theater	APPLICANT DISTRICT	MISSION: Out of Hand Theater operates at the intersection of art, social justice, and civic engagement, harnessing the transformative power of theater to inspire action, build empathy, and strengthen communities.	REQUEST: \$50,000
	4	PROJECT SUMMARY: Present 40 Shows in Homes events: a one-hour play on homelessness and housing insecurity with expert-led discussions in Metro Atlanta homes. Present 20 Thriving Together Atlanta events: a meal, performance on racism as a public health crisis, and facilitated dialogue at community venues across Metro Atlanta. Provide 550 free Creative Kids theater classes in seven Fulton County Title I elementary schools during the 2025 Spring and Fall semesters. Provide 4 Institute for Equity Activism cohorts: arts-based leadership training for adults and youth. Provide 12 child trafficking prevention workshops in three Fulton County middle schools, District 6.	AWARD: \$16,000.00
re:imagine/ATL	APPLICANT DISTRICT	MISSION: RE:IMAGINE's mission began in 2014 when Atlanta native Susanna Spiccia founded our nonprofit organization. She envisioned bringing together youth from different backgrounds to learn from each other through the art of storytelling.	REQUEST: \$50,000.00
	4	PROJECT SUMMARY: To provide Career Exposure workshops at middle & high schools, serving 120 youth. To train 7 youth ages 16-24 in a 10-week filmmaking fellowship. To train 20 middle & high school youth in a week-long summer program. To train 15 youth ages 16-24 in our pre-apprenticeship. To provide hands-on training days at our open studio for 30 youth ages 16-24. To provide a 10-month training and mentorship track to 15 HBCU students. To provide hands-on training for 15 middle and high school students through our quarterly mock sets. To provide programming at Sylvan Middle School and Dunbar Recreation Center serving 30 students. To provide 4 community screening events exposing 60 students of various ages to our programs and network	AWARD: \$16,000.00

OPERATIONAL SUPPORT \$700K - \$3 Million FUNDS PROFILES			
Synchronicity Theatre Performance Group	APPLICANT DISTRICT	MISSION: Our mission to produce smart, gutsy, and bold theatre to spark community connections and uplift the voices of women and girls.	REQUEST: \$50,000.00
	3	PROJECT SUMMARY: To provide excellent theatrical productions, arts education, and community building experiences with the mission of uplifting the voices of women and girls. Synchronicity reaches over 20,000 patrons annually through our: mainstage season, including the Bold Voices Series and Family Series; community outreach and engagement activities; workforce development programs including our Stripped Bare, Production Boot Camp, and Designers of Color initiatives; and education efforts including our award-winning Playmaking for Girls and Playmaking for Kids programs.	AWARD: \$16,000.00
Terminus Ballet, Inc.	APPLICANT DISTRICT	MISSION: The mission to connect people through the beauty, power, and humanity of dance. By bringing together the classical and contemporary dance forms and strengths of each of its principal artists, the company has become celebrated for the creation of daring and theatrical dance works.	REQUEST: \$50,000.00
	3	PROJECT SUMMARY: To provide dance classes through the year from age 3 years to 65 years and up targeting residents throughout Fulton County. Classes will be offered at the Terminus Ballet School studios in the TULA Arts Center. To perform professional dance productions through the year for all Fulton County residents. Performances will be offered at Terminus's White Box Theatre in the TULA Arts Center, outdoors in Serenbe, and Georgia Tech's Ferst Center for the Arts. To provide community engagement through a public dance initiative Terminus Ballet's Wabi Sabi that is free and accessible to the public. The inaugural performances will take place at the TULA Arts Center.	AWARD: \$16,000.00
The Computer Museum of America Inc.	APPLICANT DISTRICT	MISSION: CMOA's mission is to preserve the stories and artifacts from the digital age while educating and inspiring visitors of all ages and backgrounds.	REQUEST: \$50,000.00
	1	PROJECT SUMMARY: To implement a new CRM, Membership, and POS system for the Computer Museum of America. To enhance data management, online membership services, and ticketing/retail operations for the Fifty Years of Innovation at Apple exhibit. To ensure seamless integration of these systems in preparation for the exhibit.	AWARD: \$16,000.00

OPERATIONAL SUPPORT \$700K - \$3 Million FUNDS PROFILES			
The Museum of Contemporary Art of Georgia	APPLICANT DISTRICT	MISSION: The mission to create a fully operational museum that would exhibit, collect, archive, and preserve Georgia's contemporary art history. The organization aimed to be full-service, open, and accessible to the public.	REQUEST: \$50,000.00
	3	PROJECT SUMMARY: MOCA GA requests Operating Support from FCAC to support the museum's operations, maintain staff, pay artists, pay for MOCA GA's programs, and house our collection. MOCA GA has a website to make our artworks and archives accessible online. Grants from Fulton County help to support initiatives that foster innovation and grow the Museum's technological resources. 2025 schedule: Art exhibitions at MOCA GA. Education/Outreach Program event with senior citizens at MOCA GA. Young Artist Project workshops at MOCA GA. WAP artist talks at MOCA GA in August, October, and December	AWARD: \$16,000.00
Theatrical Outfit	APPLICANT DISTRICT	MISSION: Our mission is to produce world-class theatre that starts the conversations that matter. We envision a compassionate community grounded in dignity, justice, and equity.	REQUEST: \$50,000.00
	4	PROJECT SUMMARY: To present a Mainstage season of 4 theatre productions at the Balzer Theater. To provide an apprentice program for college graduates. To produce the LAUNCHPAD new play festival of 4 Plays. To produce the Made in Atlanta new works program including development of Young John Lewis and Summer 2025 residencies for two new plays. To create engagement events (Downtown Dialogues, Page to Stage Talkbacks) throughout 2025. To produce the Rhythm & Revision program for youth in partnership with The Boys & Girls Clubs of Metro Atlanta.	AWARD: \$16,000.00
True Colors Theatre Company	APPLICANT DISTRICT	MISSION: The mission of True Colors Theatre Company is to celebrate the rich tradition of Black storytelling while giving voice to bold artists of all cultures.	REQUEST: \$45,000.00
	6	PROJECT SUMMARY: To present our 22nd season, Blackness Is Not A Monolith, which examines the ways Blackness permeates global cultures and subcultures-intersecting not only with a variety of ethnicities and races, but also with artistic movements, religions and geographies. The season includes Next Narrative Monologue Competition Atlanta Regionals. Jaja's African Hair Braiding by Jocelyn Bioh at the Southwest Arts Center. Ain't No Mo' by Jordan E. Cooper at venue TBD Tank Stranger by James Ijames at Southwest Arts Center. Community Engagement events including True Talks and MARTA ArtBound.	AWARD: \$14,400.00
TOTAL		\$260,800.00	

Operational Support under \$200K Organization Fund Profiles

OPERATIONAL SUPPORT Under \$200K FUNDS PROFILES

Atlanta Baroque Orchestra	APPLICANT DISTRICT	MISSION: ABO's mission is to perform and celebrate the vitality of early music, and to engage audiences through the energy of live performance at the highest caliber of musical artistry.	REQUEST: \$15,000.00
	3	PROJECT SUMMARY: The ABO endeavors to present five (5) concerts in Fulton County in 2025. Performances will be held at the Cathedral of St. Philip in Atlanta, and possibly other venues yet to be determined for Fall 2025. Our already established programming for our 26th Season includes three Spring 2025 performances at The Cathedral of St. Philip. We anticipate that in the Fall of 2025 we will present two additional performances, most likely in September and November.	AWARD: \$4,800.00
Atlanta Concert Band	APPLICANT DISTRICT	MISSION: To enhance the lives of the residents of Fulton County through the provision of quality musical performances and the skills of our volunteer performers through the provision of challenging and satisfying music selections.	REQUEST: \$3,000
	3	PROJECT SUMMARY: To perform four (4) large group free performances targeting residents in Fulton County as delineated in Service Delivery chart. To perform three (3) small group free performances at Our Lady of Perpetual Hope Home, the Atlanta Botanical Gardens and the Christkindl Street Fair. To post one internet video honoring our Veterans on 11/25. To provide a Student Mentoring Program with an opportunity for a scholarship. To impact the members artistic commitment through involvement in the selection of performance pieces. Enhance ACB marketing efforts through increased emphasis on social media. To enhance the ACB website's music education content. To investigate the incorporation of the Big Peach Swing Band (an adjunct group of the ACB) into social media and website content.	AWARD: \$2,000.00
Atlanta Listening Collaborative	APPLICANT DISTRICT	MISSION: Atlanta Listening Collaborative, dba ATL Collective, reaches deep into Atlanta's music community with a mission to connect musicians with wider fanbases and provide resources to sustain musical careers.	REQUEST: \$14,380.00
	3	PROJECT SUMMARY: Present 4 Preservation Series concerts at a variety of metro Atlanta venues, inviting audiences of all ages to discover local artists while providing paid opportunities for local musicians to perform, network and develop new fans. Execute Camp Collective for 50 musicians and songwriters, mentored and supported by 10 local, vetted producers. Day sessions at production studios throughout Metro Atlanta. Night panels and performances at Buteco Grant Park. Execute In the Round, a performance during which Camp Collective participants showcase the songs they wrote during Camp to a live audience at City Winery. Host 12 Songwriter's Workshops for emerging songwriters to participate in Q&A and breakout sessions with an established artist at 800 East Studios.	AWARD: \$4,602.00

Note: The applicant's main address may not be reflective of the location where program services are provided or the District in which their audience is served. Applicants may provide arts services across multiple Fulton County Commission Districts.

OPERATIONAL SUPPORT Under \$200K FUNDS PROFILES			
Atlanta Photography Group Inc	APPLICANT DISTRICT	MISSION: To build successful careers, artists need to be in exhibitions, acquire conceptual, creative, & technical skills, obtain awards & secure placement in prominent collections; APG provides these opportunities.	REQUEST: \$15,000
	3	PROJECT SUMMARY: APG's mission is to advance & sustain an inclusive vibrant photographic community for those interested working in contemporary photography, by delivering opportunities to further their artistic development, to promote & support photography as a significant art form. In 2025 we will deliver 16 Juried Exhibitions, 4 Solo Exhibitions, 2 Exhibits for specific ATL populations, 4 Project Reviews, 3 purchase awards, 2 educational opportunities with nationally known arts educators and 36 scholarships.	AWARD: \$4,800
Atlanta Printmakers Studio	APPLICANT DISTRICT	MISSION: Atlanta Printmakers Studio's mission is to nurture the practice of printmaking as an original art form among professional artists and everyone who wants to learn.	REQUEST: \$10,000.00
	4	PROJECT SUMMARY: Atlanta Printmakers Studio will provide a fine art printmaking studio in Fulton County. Programs include studio rental options at a variety of levels; classes/workshops covering a range of techniques for the beginner to the professional; scholarship, internships, and residency opportunities; and free or low-cost events. Both free and paid outreach programs for youth and adults will be held in our studio, at community festivals, and at art centers. A minimum of six art exhibitions are in the planning stages and will give members opportunities to exhibit their work in the studio gallery and exhibition venues throughout the community.	AWARD: \$3,200.00
Note: The applicant's main address may not be reflective of the location where program services are provided or the District in which their audience is served. Applicants may provide arts services across multiple Fulton County Commission Districts.			

OPERATIONAL SUPPORT Under \$200K FUNDS PROFILES			
Bent Frequency Inc	APPLICANT DISTRICT	MISSION: Bent Frequency is Metro Atlanta's premiere and longstanding professional chamber ensemble, focusing exclusively on contemporary art music (i.e. "classical" music of today).	REQUEST: \$13,000
	4	PROJECT SUMMARY: In 2025, BF will present eight genre-defying events celebrating collaboration, experimentation, and community. In February, we'll perform as a guest ensemble at Emory University's Composition Festival. In March, our 4th annual Underscore concert will feature six works selected from our international competition. In April, we'll collaborate with CORE Dance on Braiding: Time, Memory, and Water. - In May, we'll close the season at Eyedrum Art & Music. September marks our 25/26 season opener with premieres by Kyle Rivera and Mischa Salkind-Pearl. In October, we'll partner with the Plaza Theater for The Cabinet of Dr. Caligari screening with live music. In December we present our annual community event Unsilent Night.	AWARD: \$4,160.00
Choral Guild of Atlanta, Inc.	APPLICANT DISTRICT	MISSION: The mission of the Choral Guild of Atlanta is to perform outstanding choral works from all musical periods, with a focus on important but rarely performed works and those by living composers.	REQUEST: \$5,000
	1	PROJECT SUMMARY: To present a subscription concert series in Kellett Chapel at Peachtree Presbyterian Church, Atlanta, in April, October and December, for a total of three performances.	AWARD: \$2,000
Dance Force, Inc.	APPLICANT DISTRICT	MISSION: Redefining the boundaries of dance by bringing together disabled and non-disabled dancers through performance, education, and advocacy.	REQUEST: \$20,000
	4	PROJECT SUMMARY: During the January through December 2025 project period, Dance Force, Inc. DBA Full Radius Dance will: Present one (1) open rehearsal for attendance by the public at the High Museum of Art on February 7, 2025. Present a concert of three (3) performances at 7 Stages Theatre on March 7, 8, & 9, 2025. The concert will be live streamed, also on March 8, 2025. One (1) post-performance talkback session will also be presented on March 8. Perform at the free Inman Park Dance Festival for two (2) performances on April 26 & 27, 2025. Partner with South Fulton Arts to premier an original dance film based on body integrity, Date TBD. Partner with MARTA's Artbound program by presenting performances in MARTA transit stations. Dates are TBD.	AWARD: \$6,400

OPERATIONAL SUPPORT Under \$200K FUNDS PROFILES			
DanceATL Incorporated	APPLICANT DISTRICT	MISSION: DanceATL's mission is to nurture and promote dance as a vibrant part of Atlanta's arts ecosystem. We connect artists to resources, grow and engage audiences in the city, and support the full range of the industry by cultivating an awareness and appreciation of dance that is sustainable and expansive.	REQUEST: \$20,000.00
	3	PROJECT SUMMARY: DanceATL will execute the A.M. Collaborative program's final 1 day showing at the B Complex. DanceATL will publish Promenade, featuring local artists and professionals. DanceATL will launch the second cycle of the Engaging Atlanta Fellowship in April 2025 and present the final event December 2025. DanceATL will host our Tech Talk series featuring experts in the field of production and design. DanceATL will publish weekly Monday Moves e-blasts and social media posts to inform of performances, events, auditions, classes and hiring opportunities (year round). DanceATL will host Mixers that will provide networking opportunities (Spring, Summer, Fall, Winter 2025).	AWARD: \$4,400
Djoli Kelen, Inc.	APPLICANT DISTRICT	MISSION: The organization's name, meaning "One Blood" in the Bamana language of Mali, embodies its mission to unite communities through cultural arts.	REQUEST: \$24,733
	2	PROJECT SUMMARY: The Operating Support Fund sought will aid Djoli Kelen in achieving its 2025 organizational priorities. As collectively determined by its staff and board, the focus will be on advancing Djoli Kelen's Strategic Plan with the continued support and guidance of consultants Whole Heart Productions and Euneika Rogers-Sipp, and adding project management support from Zakiya Cornish. This strategic initiative aims to align the organization's daily operations with its overarching vision of creating a legacy organization with a dedicated facility, ensuring its impact extends beyond the lifetimes of its founders. While undertaking this pivotal effort, Djoli Kelen's staff will skillfully manage and sustain the regular schedule of the organization's public programs.	AWARD: \$7,915
Essential Theatre	APPLICANT DISTRICT	MISSION: Essential Theatre's mission is to nurture and produce new works by Georgia playwrights and to enrich our audience's experience by actively engaging them in the process.	REQUEST: \$18,232
	4	To produce the second annual Southern Fried Bake-Off 24 Hour Play Festival January 3-4, 2025 at 7Stages. To present playwriting classes, including a free online introductory course offered as a Community Partner of Fulton County Arts & Culture. To present the 2025 Essential Theatre Play Festival, our 26th Festival, at 7Stages from August 8-31. To provide programming as requested throughout the year in our capacity as a Community Partner.	AWARD: \$5,834
Note: The applicant's main address may not be reflective of the location where program services are provided or the District in which their audience is served. Applicants may provide arts services across multiple Fulton County Commission Districts.			

OPERATIONAL SUPPORT Under \$200K FUNDS PROFILES			
Eyedrum Inc	APPLICANT DISTRICT	MISSION: To support local and international artists as they advance the boundaries of art through experiments and explorations of contemporary art and new media.	REQUEST: \$30,000
	4	PROJECT SUMMARY: Eyedrum's yearly programming is dense and covers many disciplines. We program drummers from Japan, performance artists from Holland, AP art students from Midtown High School, Group Professor Art Shows from the GSU Film, Art and Music Schools with performances and anything else we think will enrich Fulton County residents we really are doing everything all at once. For 2025 we continue to raise the bar and grow our capacity to present artists, filmmakers, musicians, writers and all other story tellers both near and far to engage with the Fulton County community. To this point in September eyedrum expanded our footprint by 50% and now have a beautiful art gallery next to our finely tuned performance space giving us over 4000 sqft to present one-of-a-kind programming.	AWARD: \$6,600.00
Fly on a Wall, INC	APPLICANT DISTRICT	MISSION: Fly on a Wall (Fly) has rapidly evolved to become a significant resource for new and emerging artists looking to hone their craft and for young artists kindling to ignite their creative spark. Fly offers valuable low-barrier opportunities for arts education, community outreach, and performance.	REQUEST: \$22,804
	4	General operating support from Fulton County Arts and Culture will support the organization's live productions in 2025, benefitting residents and artists in Atlanta, among others in Fulton County. General operating support will allow Fly to produce multiple performances at its new 23,000 square foot facility in Lindbergh, including: Excuse the Art (4 nights in April 2025), two full productions in the fall of 2025, a presentation of an Artist in Residency (3 performances in Summer 2025), and a presentation of the Summer Artist Resident (3 performances in Summer 2024), and continuing the Floor Story program for high school artists in Atlanta with one culminating performance in 2025. Fly will also present Big Show, which is a full-length production by a past Excuse the Art artist in February	AWARD: \$7,397

OPERATIONAL SUPPORT Under \$200K FUNDS PROFILES			
Franklin Pond Chamber Music, Inc.	APPLICANT DISTRICT	MISSION: The mission of Franklin Pond Chamber Music (FPCM) is to educate young musicians to perform, communicate, and lead through the art of chamber music.	REQUEST: \$10,000
	3	PROJECT SUMMARY: To prepare at least 12 groups of 3-5 students each, from all ethnicities, to perform chamber music on a high level while attaining the self-confidence, self-discipline, and the love of music that keeps them engaged. To offer students at least 100 hours of coaching by musicians from the Atlanta Symphony Orchestra and Atlanta Opera Orchestra. To offer 6 masterclasses per calendar year with well-known artists of the highest level. To offer students multiple opportunities to perform in at least 2 Community Concerts, as well as the Finale Concert at the end of each program, and at other events that come up during the year. To encourage the study of chamber music and add a competitive goal through the annual Franklin Pond Chamber Music Competition.	AWARD: \$3,200
Gateway Performance	APPLICANT DISTRICT	MISSION: To engage, inspire and educate through the performing arts and related fine and applied arts.	REQUEST: \$20,000
	4	PROJECT SUMMARY: Service Summary - Jan. - Dec. 2025 - To produce and present 4 original productions created by professionals and students at The Mask Center. To continue to develop the large-scale art installation on the grounds of the Little 5 Points Community Center adjacent to The Mask Center, by adding artistically rendered posts marking the seasonal changes i.e. solstices, equinoxes. To offer virtual and in-person classes in creative writing, acting/scriptwriting, drawing and mime/physical movement for youth, adults, senior citizens, veterans and other Fulton County residents - to include classes and events for those diagnosed with depression, anxiety, isolation and suicidal ideation. Community Sites: The Mask Center, Fulton County Senior Centers and Veterans Centers.	AWARD: \$6,400.00

Metropolitan Atlanta Community Band	APPLICANT DISTRICT	MISSION: MACB's mission is to: Provide cultural enrichment to South Fulton and Southwest Atlanta, Provide opportunities for music performance and continued musical growth of band members, Advocate for music education in schools	REQUEST: \$8,500
	6	PROJECT SUMMARY: To present the second half of the MACB 2024-2025 performance season (Winter-Spring 2025) and the first half of the 2025-2026 season (Fall 2025), in various churches and performance halls in Fulton County. To offer outreach programming to senior groups with at least two performances (Sadie Mays Health and Rehabilitation Center and Summerset Assisted Living, both in Atlanta).	AWARD: \$2,720

OPERATIONAL SUPPORT Under \$200K FUNDS PROFILES			
Milton Arts Council, Inc.	APPLICANT DISTRICT	MISSION: Our mission to advocate for, and participate in, the selection and interpretation of cultural art and cultural art events.	REQUEST: \$5,800.86
	2	PROJECT SUMMARY: To serve the residents of the City of Milton and Fulton County by presenting theatrical productions and a performing arts competition with the goal of uplifting local artists throughout the year. To provide educational programming in the performing and literary arts for Milton students and seniors throughout the year.	AWARD: \$2,380.00
North Atlanta Voices, Inc.	APPLICANT DISTRICT	MISSION: To provide an experience rooted in music education for those seeking to engage with their community and cultivate their love of music and singing.	REQUEST: \$9,708
	3	PROJECT SUMMARY: This proposal is for a general operating grant. It will support the programming for NAV in 2025, which will include: A spring concert: A Celebration of Music. A fall concert, the annual Songs of Harvest. 28 rehearsals for 200+ singers and multiple accompanists. Sectional rehearsals for sopranos, altos, tenors, and bass on a monthly basis. Pop-up community performances in North Fulton such as Concert by the Springs and the Sandy Springs Farmers Market Participation in Sparkle Sandy Springs 2025 during the holiday season. Each of these programs targets residents of North Fulton County. The venue for 2025 performances is pending as NAV is seeking an affordable concert hall in Fulton County that can accommodate more than 500 people.	AWARD: \$3,107
Roswell Arts Fund, Inc	APPLICANT DISTRICT	MISSION: To act as the communities arts expert and convener creating, implementing, and managing the public art program and vision of the city.	REQUEST: \$38,000
	1	PROJECT SUMMARY: Galvanize ArtAround as the central theme to all arts activity of Roswell Arts Fund through: Continue ArtAround Roswell, Continue city wide Painted Utility Box Project, Continue partnership with Perfect Harmony work with senior/aging populations and music therapy, Continue twice monthly Pop Up Performance series expanding more affordable price points, Continue Food is Art Chef Series, Continue - lead art calls and installations for private businesses and organizations seeking public art, locations TBA, New - partnership with Chattahoochee Nature Center for re-envisioned Festival of the Painted Rock.	AWARD: \$10,260

OPERATIONAL SUPPORT Under \$200K FUNDS PROFILES			
Song of Atlanta Show Chorus	APPLICANT DISTRICT	MISSION: One of our primary goals is to provide singers with the opportunity to develop and broaden their artistic and vocal skills through weekly open rehearsals, education, and a shared passion for performing, despite age or experience level.	REQUEST: \$10,687.58
	1	PROJECT SUMMARY: To provide Song of Atlanta with space for our weekly open rehearsals and occasional weekend events. Over the years, we have strategically moved our rehearsal space closer to the 285 beltway to make it easier for people from all over Atlanta to travel there. We have also increased our membership and required a larger space to rehearse. Currently we rehearse at Holy Innocents Episcopal Church, which is only a few miles south of the beltway.	AWARD: \$2,886
T. Lang Dance	APPLICANT DISTRICT	MISSION: To create poetic movement landscapes, illustrating deep, rousing investigations into interdisciplinary creative practices, historical narratives and identity.	REQUEST: \$9,800
	6	PROJECT SUMMARY: To offer the Black Endurance Program that includes the Dance Graduate Residency. This program will be held from August-December 2025 with quarterly activations. Students ages 12+ will benefit from this program. To offer further litmus testing of Black Soul Codes, an abolitionist act in the form of a performance in T.Lang Dance's project series. These performances will occur in the second and fourth quarters of the year. To perform T. Lang Dance company repertoire and present avant-garde multidisciplinary artists. To create programs that encourage technologically driven dance engagement for audience members ages 5+.	AWARD: \$3,136

The Art Section, Inc.	APPLICANT DISTRICT	MISSION: Our primary mission is to bring significant current developments in the arts to our readers through high-quality, original, and accessible cultural criticism and commentary, offering at least three new articles and an editor's introduction in each issue.	REQUEST: \$8,500
	2	PROJECT SUMMARY: To present an online series of articles and dialogues between writers, artists, poets and musicians of Fulton County targeting the interests of residents in Fulton County. There will be 18 new texts and 6 introductions which will be published in TAS beginning in January 2025 until December 2025. These dialogues will always be available on the site to audiences. They include written dialogues as well as audio and video presentations. Programing will include audio readings of poems and videos. There will be two online visual art exhibitions and one live poetry event that will be presented on the site. TAS will focus on Fulton County Artists and Writers and place them on an international platform.	AWARD: \$2,000

OPERATIONAL SUPPORT Under \$200K FUNDS PROFILES			
The Creatives Project INC	APPLICANT DISTRICT	MISSION: Our mission is to enrich and strengthen local communities through quality arts-based education and outreach, while celebrating and elevating Atlanta's visual and performing artists.	REQUEST: \$12,000
	4	PROJECT SUMMARY: ARTIST IN STUDIO RESIDENCY-To produce an end-of residency exhibition for our 13 current 2023-2025 residency artists. To provide 4 emerging, practicing, and mid-level artists with free studio and or subsidized housing via TCP's residency programs. To provide community educational outreach to under-served communities via community organizational partnerships. To provide 4 emerging, practicing, & mid-level artists with professional development opportunities, including critiques, workshops, studio visits, & curatorial talks with arts professionals. ARTFORCE Residency To provide up to 10 creatives professionals with subsidized housing via our development partner, The Academy Lofts in Adair Park PILOT INCUBATOR RESIDENCY. To provide up to 9 artists with two- to three-week artist residencies.	AWARD: \$3,840
The Object Group	APPLICANT DISTRICT	MISSION: The Object Group (TOG) mission is to serve the spirit of creative engagement, experimentation, and the development of theatrical languages.	REQUEST: \$6,000
	4	PROJECT SUMMARY: To present, free of charge, an original production, 'Unexpected Encores', in 30 visits in 2025-26 to targeted Fulton County memory care communities for elders. An interactive, personalized live theatrical experience, bringing the power of performance, music, and laughter to uplift the life experience of isolated elders who have early-stage diagnosis of dementia/Alzheimers, and their caregivers. To offer masterclass workshops to BIPOC performers in puppetry performance for one week in June. To begin the research and development of a new original live production for young audiences, 'Conspirators', which tells the stories of white abolitionists working in collaboration with people of color throughout US history.	AWARD: \$2,000.00
The Piccadilly Puppets Company	APPLICANT DISTRICT	MISSION: Our mission is to engage young audiences from ethnically, culturally, and socioeconomically diverse backgrounds with extraordinary puppetry experiences.	REQUEST: \$5,000
	4	PROJECT SUMMARY: To take puppet shows to all districts of Fulton County throughout the entire year. To launch an advertising campaign for the bilingual version of our updated script for Butterfly Ballad: Las Balada de las Mariposas. To develop a new show for Piccadilly reflecting education holes in our current offerings. To refurbish and replace existing puppets to reflect the diversity of our audience and enhance the quality of our puppets. To maintain our virtual productions in conjunction with live demonstrations through Zoom or other platforms. We expect to have 30-60 activities.	AWARD: \$2,000

OPERATIONAL SUPPORT Under \$200K FUNDS PROFILES			
The Trey Clegg Singers, Inc.	APPLICANT DISTRICT	MISSION: Trey Clegg Singers (TCS) mission is to use music as a healing force, inspiring a passion for reconciliation, equality, and unity among people within the choir itself and our audiences.	REQUEST \$20,000.00
	5	<p>PROJECT SUMMARY: To provide a wide range of musical styles to encompass as many styles and cultures as possible. Giving our audiences exposure to music they may not have heard before. Our planned performances for 2025 include: February, Black History Concert at the National Center for Civil and Human Rights. May, Spring Concert at All Saints Episcopal Church.</p> <p>April, guest performance at First Responders Appreciation Concert, Korean Central Presbyterian Church of Atlanta.</p> <p>December, Festival Sounds of the Season at The Church at Wieuca.</p> <p>Any other guest performing opportunity that is presented.</p>	AWARD: \$6,400.00
Theatre du Reve, Inc.	APPLICANT DISTRICT	MISSION: Bringing the French language and French-speaking cultures to life on the American stage.	REQUEST \$19,150
	4	<p>PROJECT SUMMARY: 2025 will see the return of our in-person Salon events, which haven't taken place in that form since 2020, this February; a first-ever French translation of Lauren Gunderson's play about Enlightenment Era scientist and philosopher Émilie du Châtelet in March; and a workshop reading of a newly commissioned play about Bessie Coleman, the first African-American woman and first Native American to hold a pilot license, in May. Our March production will be part of the 2025 Atlanta Science Festival, a new partnership we're excited to explore. Our programming exposes Atlanta audiences to Francophone playwrights and literature they might otherwise never see from throughout the Francophone world. We are the longest-running - and one of the only - professional French-language theatres in the U.S.</p>	AWARD: \$6,128.00

OPERATIONAL SUPPORT Under \$200K FUNDS PROFILES			
Working Title Playwrights, Inc.	APPLICANT DISTRICT	MISSION: Working Title Playwrights (herein WTP) is a new play incubator service organization missioned to provide playwrights the opportunity to excel at their craft by fostering an environment that nurtures the creation of powerful, thought-provoking and relevant plays that bring new, diverse voices to the local and national stage.	REQUEST \$15,000
	3	WTP focuses its support on the needs of the playwright with the goal of creating brave and safe spaces that nurture new work and enhance Atlanta's theatre community. 2025 general operating support will help Working Title Playwrights: To be a cornerstone for new work development in the region with 84 events held throughout the year. Services include play development labs; workshops, public readings; dramaturgy services; curriculum resources; collaborations with producers; networking opportunities; and professional development, education, and outreach programming like master classes, podcasts, and workshops. To serve 3,500 members of the cultural community, including 100 playwrights and 95 actors.	AWARD: \$4,800.00
Youth Ensemble of Atlanta, Inc.	APPLICANT DISTRICT	MISSION: The mission of YEA is to empower young people, through the performing arts, to become catalysts for positive change in their communities.	REQUEST: \$15,000
	4	PROJECT SUMMARY: The Performance Workshop Training Program (PWTP) is YEA's flagship program. Young people ages 8 to 23 will receive weekly year-round instruction in music, dance, and drama that will culminate in the creation and performance of an original musical drama that addresses a subject that is relevant to their lives. Past subjects have included racism, HIV/AIDS, the school-to-prison pipeline, drugs and alcohol, cultural identity, child sex trafficking, and many others. The PWTP has been at the heart of YEA's curriculum for decades.	AWARD: \$4,800.00
TOTAL			\$130,064.00

Emerging Arts Organization Profiles

EMERGING ARTS ORGANIZATION FUNDS PROFILES				
Alpharetta City Band Corp.	APPLICANT DISTRICT	MISSION: The Alpharetta City Band Corp is a 501(c)(3) organization that attracts former and amateur musicians and directs their talents and passion for music into public performances that serve a diverse population within our communities of Alpharetta, Roswell and Duluth Georgia.		REQUES.: \$7,000
	1	PROJECT SUMMARY: Our 2025 Program Theme is Serving the Heartbeats of our Community. Our Scope of Service deliverables will focus on Seniors, Students and Veterans. Provide a minimum of 8 performances to either nursing homes, Senior Living communities, or memory care facilities under our "Songs for Seniors" program. Perform 2 joint concerts with area High School or Middle Schools bands under our "Music Mentors" program. Develop a "Student Composer Partnership" program to select, purchase, practice, promote and perform new music from aspiring music composition students. 3 pieces to be selected in 2025. Perform 5 Patriotic themed concerts for the greater community. Perform 3 additional concerts at the local American Legion Post 201.		AWARD: \$2,000
Monica Hogan Danceworks	APPLICANT DISTRICT	MISSION:Elevating creativity and community through movement.Our mission is to contribute to the vibrancy of our community by facilitating transformative experiences that celebrate, educate, elevate, and expand the art of contemporary dance.		REQUEST: \$5,000.00
	4	PROJECT SUMMARY:. To support the creative development of new choreographic work from early and emerging Atlanta choreographers. To offer one (1) open rehearsal followed by a talkback open to the community, held at Motus Dance and targeting residents in Fulton County. To present the new choreographic works in a concert of two (2) performances that target residents in Fulton County.		AWARD: \$2,000
Heart of Namari	APPLICANT DISTRICT	MISSION:Mission Statement: To empower children, families, and communities through the transformative art of dance; guided by our core values of Collaboration, Commitment, Diversity, and Respect.		REQUEST: \$5,000
	2	PROJECT SUMMARY: The Gift Scholarship Program aims to support underserved youth in the Sandy Springs community, ages 2.5 to 18, by providing access to high-quality dance education via extra-curricular dance programming (after-school and summer programs.)		AWARD: \$2,000
The Bakery Atlanta	APPLICANT DISTRICT	MISSION:The Bakery Atlanta's mission is to broaden awareness of, and build community around, progressive ideas in the arts. We do this through providing physical space, producing accessible public programming, and activating unconventional spaces.		REQUEST: \$5,000.00
	4	PROJECT SUMMARY: To provide a growing audience of Fulton County artists and creatives with digital resources throughout 2025. These resources include The Bakery Atlanta's Artist Directory, Opportunities Page, Arts + Culture Map, AltGaze Blog, and Grumpy's Guide weekly event listing. Our goal is to surpass an online audience of 25,000 people using these resources this year.		AWARD: \$2,000
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EMERGING ARTS ORGANIZATION FUNDS PROFILES				

Windmill Arts Prod.	APPLICANT DISTRICT	MISSION: Windmill Arts Production's mission is to viscerally re-engage audiences through the medium of performing arts by supporting, developing, producing, and presenting new work that pushes conventional boundaries and expectations.	REQUEST: \$5,000
	6	PROJECT SUMMARY: Resident Artist Program: providing 10 emerging arts organizations (Resident Artists) with physical space in a state-of-the-art black box theatre and multi-purpose white box studio at Windmill Arts, artistic guidance, technical, and production expertise and marketing support to develop, rehearse, and perform their new works throughout 2025. Community Workshops: providing physical space and marketing support for the Resident Artists to host community-based workshops and training in the Resident Artist's unique style throughout 2025. The curation of a Short Play & Film Festival that provides selected new, unproduced short plays with a producer, director, actor(s), and technical support for a week-long run of performances and week-long screenings for selected new short films.	AWARD: \$2,000
Wotanara	APPLICANT DISTRICT	MISSION: Our mission is to transform public schools, underserved communities, and underprivileged populations through the healing power of cultural arts, youth mentorships, entrepreneurship resilience and education, and artist development.	REQUEST: \$3,000.00
	6	PROJECT SUMMARY: Wontanara Inc. will provide an afterschool music & dance therapy program for underserved schools in Fulton County from September 2025 to December 2025. This program focuses on enhancing cultural literacy, emotional well-being, and creative expression through West African drumming and dance. Sessions will include interactive lessons led by professional artists, fostering teamwork, confidence, and stress relief for youth aged 7-14. The program will take place at partner school locations in metro Atlanta, such as Atlanta SMART Academy and Peace Charter School, ensuring accessibility and impactful community engagement.	AWARD: \$2,000
TOTAL			\$12,000.00

Municipality Profiles

MUNICIPALITIES FUNDS PROFILES			
City of Union City	APPLICANT DISTRICT	MISSION: The City is committed to evolving into a sustainable, flexible, and innovatively vibrant hub, relying on the continued investment and unwavering commitment of its residents, employees, and visionary city leaders, both today and in the thrilling days ahead	REQUEST: \$10,000
	5	PROJECT SUMMARY: Union City will implement a series of cultural and artistic programs aimed at fostering creativity, community engagement, and multicultural appreciation. These programs will take place at The Gathering Place Community Center and will focus on Dance, Painting and Pottery classes. We will also hold three events/festivals. Hispanic Heritage month, Juneteenth and a Holiday Cantina.	AWARD: \$2,600
City of East Point	APPLICANT DISTRICT	MISSION: The purpose is to enhance the quality of life in the city and revitalize the city's neighborhoods.	REQUEST: \$50,000.00
	6	PROJECT SUMMARY: ENGAGE EAST POINT is an annual planned series of immersive free community arts events celebrating diversity which targets the residents of South Fulton throughout the months of June to November 2025. Programming and installations will be held at the natural amphitheater on the front lawn of East Point City Hall as well as online via Facebook live and EPTV cable channel. Programming is tentatively planned for June 2025 (Drag Down South) Female Impersonation Showcase, October 2025 (Standing Peachtree Festival) 2-Day Native American Heritage Pow Wow, and November 2025 (Día de los Muertos) Traditional Spanish Heritage Celebration. Programming for each event will include but not be limited to music, dance, food, and visual art in a space accessible to all with accessible amenities.	AWARD: \$10,500
City of Hapeville	APPLICANT DISTRICT	MISSION: Hapeville's mission in arts programming centers on fostering community engagement, supporting local artists, and integrating public art to enhance its identity as a culturally rich destination.	REQUEST: \$10,000
	4	PROJECT SUMMARY: To present the 3rd annual Butterfly Lantern Parade in Hapeville, GA. The event is scheduled for March 22, 2025, from 5pm-10pm and will take place at Jess Lucas Park. We will be hosting puppet lantern making workshops leading up to the parade so that participants can play an active role in the creativity of the community event. We will also be hosting interactive art during the festival that takes place before the parade begins.	AWARD: \$2,600
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MUNICIPALITIES FUNDS PROFILES			

City of Sandy Springs	APPLICANT DISTRICT	MISSION: Investing resources to improve and expand their parks and recreation facilities for the enjoyment of the residents of Sandy Springs.	REQUEST: \$50,000
	2	PROJECT SUMMARY: The City is seeking funding for two of their Signature Events. BSAMF is a free two-day event filled with live entertainment and enjoyment. The event transforms Bluestone Road into a vibrant celebration of arts and music. This event is scheduled for Friday, September 26 and Saturday, September 27, 2025. The festival targets guests of all ages who enjoy art and live music. The second Signature Event that the City is requesting funding for is their annual Juneteenth Celebration, which will take place on June 25,2025. This free celebration showcases captivating dance productions, a STEAM digital art gallery, educational activities, and food and art vendors. The event serves as a tribute to freedom and liberty as well as an educational opportunity on the history of this holiday.	AWARD: \$10,500

TOTAL	\$26,200.00
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Project Support \$200K-\$699K Organization Fund Profiles

PROJECT SUPPORT FUND \$200K - \$699K PROFILES			
3D Girls Incorporated	APPLICANT DISTRICT	MISSION: The mission of 3D Girls, Inc. is to educate and empower young women to be advocates for themselves and their families through mentoring, prenatal and parent education and social/emotional wellness.	REQUEST: \$35,000
	4	PROJECT SUMMARY: To present a monthly series of six (6) free STEAM+ sessions targeting residents in Fulton County. To offer outreach programming to girls and community groups throughout the year. To provide an afterschool arts program to youth ages 5-12 in Fulton County. To provide creative problem-solving with art & technology, diverse expression in a variety of art forms, hands-on learning with engaging projects.	AWARD: \$39,000.00
Atlanta Young Singers of Callanwolde, Inc.	APPLICANT DISTRICT	MISSION: ATLANTA YOUNG SINGERS (AYS) nurtures youth ages 7-18, developing self-confidence, music fluency, creative life skills, highest standards of musical performance, and deep respect for others through our comprehensive choral education program.	REQUEST: \$50,000
	4	PROJECT SUMMARY: AYS MY JOURNEY YOURS Outreach Series ONLINE/IN-PERSON 2025: FREE all-day AYS YOUNG MEN'S POWER SING, Morehouse NOV workshops, FREE public perf AYS NEXT DOOR PROJECT CPH OUTREACH Series: WORKSHOPS with Partner Schools & Orgs Fulton Co. MAR-APR; SEPT-NOV. FREE COMMUNITY HOLIDAY SING, Hope-Hill Elem DEC. AYS Summer Music Camp CPH 1 session JUN. AYS WEEKLY CLASSES/REHS. 1½-hr, 5x/wk,. 45-min wkly K/1 students CPH OCT-NOV. AYS PERFORMANCE SERIES. SINGING OUR STORY PERF TCC & YC CPH MAR 16. 50th anniv CELEBRATION, ALL AYS Choirs CPH MAY 18. RECITALS-MAR,JUN,DEC,CPH/DHPC. TEACHER EDUCATION. Workshop for Kodaly Educators of Georgia	AWARD: \$11,000
Autrey Mill Nature Preserve Association	APPLICANT DISTRICT	MISSION: The mission is to connect residents and neighboring communities to the natural and historical heritage of Johns Creek through imaginative and inspirational programs.	REQUEST: \$8,900
	1	PROJECT SUMMARY: To offer three Historic Homes Open House events at Autrey Mill Nature Preserve, showcasing local history through interactive exhibits, tours, and hands-on activities. To Present a quarterly "Behind the Music Live: Songs & Stories Under the Stars" concert series featuring local musicians sharing stories and performing original songs in an intimate outdoor setting. To Produce a bi-monthly podcast exploring local and regional history, including topics such as the Mudovian Cemetery, the Georgia Gold Rush, and personal narratives from Autrey Mill volunteers. All programs will run from January 2025 to December 2025, engaging diverse audiences at Autrey Mill Nature Preserve in north Fulton County, including families, seniors, and history enthusiasts.	AWARD: \$2,403

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PROJECT SUPPORT FUND \$200K - \$699K PROFILES			
Ballethnic Dance Company, Inc.	APPLICANT DISTRICT	MISSION: Our mission is to be a global catalyst for social change through presenting ballet with our own fusion of African dance concepts.	REQUEST: \$50,000
	6	PROJECT SUMMARY: Out on Film seeks funding for its LGBTQ+ Film Festival, a vibrant celebration of diversity. Our festival director, Jim Farmer, leads this project, collaborating with filmmakers, local LGBTQ+ organizations, and cultural partners to curate an enriching program. The festival, a nexus of art & community, promotes inclusivity and authentic storytelling.	AWARD: \$11,000
Enrich Kids Now DBA Youth Enrichment Services	APPLICANT DISTRICT	MISSION: The mission of Enrich Kid Now DBA Youth Enrichment Services (YES!) is to improve the opportunities of youth by providing quality education and enrichment programs that allow access and exposure to the arts, sports and wellness activities.	REQUEST: \$40,000
	4	PROJECT SUMMARY: To host 54 low-cost dance and theater after school class sessions, Spring (27) and Fall (27), for Fulton County youth ages 3-12 from January 2025 to May 2025 (Spring) and from September 2025 to December 2025 (Fall). Each class session will include 12 weekly performing arts classes that will be held at on-site schools and community centers throughout Fulton County. To host 4 free dance and theater Specialty Saturday Workshops for Fulton County youth ages 3-12 between January 2025 to December 2025. Each specialty workshop will be available virtually.	AWARD: \$10,800
Radio Free Georgia Broadcasting Organization, Inc.	APPLICANT DISTRICT	MISSION: WRFG Atlanta 89.3 FM Radio Free Georgia Broadcasting Organization, Inc. provides a voice for those who have been traditionally denied open access to the broadcast media through the involvement of a broad base of community elements to guarantee that access	REQUEST: \$50,000.00
	4	PROJECT SUMMARY: In addition to our on-air radio broadcasts, WRFG will continue our Music and Movement Series in 2025 where we will host 8 concerts and an estimated 10 community events in Fulton County in 2025. We will host five Community Session Concerts in Fulton County beginning on February 23rd and ending in early December in the WRFG Community Room. We will also host WRFG's 40th Annual Labor Day Blues BBQ Concert on September 1st, at the Park Tavern in Piedmont Park. On November 29th, we will present our 3rd Holiday Kickback at Gallery 992 and we are also planning to present a community concert that will feature local artists at Aisle 5 during the fall of 2025. In addition to the concert series, WRFG will host art exhibits, film screenings and community discussions throughout the year.	AWARD: \$11,000

PROJECT SUPPORT FUNDS \$200K - \$699K PROFILES

R2ISE, inc.	APPLICANT DISTRICT	MISSION: The mission is to connect residents and neighboring communities to the natural and historical heritage of Johns Creek through imaginative and inspirational programs.	REQUEST: \$50,000
	4	PROJECT SUMMARY: R2ISE will present two free performances of Three Voices, targeting residents in Fulton County. These performances will take place at a theater (location TBA). R2ISE will host weekly creative production-building workshops at its facility, laying the foundation for the powerful and transformative production. R2ISE will hold creative recovery symposiums from May to September 2025, centered around the Three Voices initiative. These symposiums will encourage individuals in recovery to advocate for themselves.	AWARD: \$11,000
SHOWAbility (formerly Abel 2, Inc.)	APPLICANT DISTRICT	MISSION: To create opportunities that empower performing artists across the disability spectrum to share their talents, both within the disability community and the wider world.	REQUEST: \$20,000
	4	PROJECT SUMMARY: For visibility, accessibility, and inclusion, we will present a series of Inclusive Chorus performances of the National Anthem in venues (public, private, schools, and govt) across Fulton County and Georgia. ALREADY SECURED. GSU Mens Basketball game. Special Olympics Opening Ceremony. Fulton County DCRC American with Disabilities Act (ADA) 35 commemoration event. IN COMMUNICATION inside Fulton County. University of GA Sports. GA State University Football. Atlanta Braves, Falcons and Hawks. Paralympic mid-season games. Fulton County and Atlanta Public middle and HS assemblies. Wounded Warrior events. High Museum of Atlanta. MARTA transit locations. Seeking other performances for even more increased visibility	AWARD: \$5,400
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PROJECT SUPPORT FUNDS \$200K - \$699K PROFILES			
Voices of Note	APPLICANT DISTRICT	MISSION: Voices of Note, The Atlanta Gay Men's Chorus (AGMC) and The Atlanta Women's Chorus (AWC)'s mission is to inspire dialogue and drive social equity through artistic excellence.	REQUEST: \$21,260
	4	<p>PROJECT SUMMARY: As a part of our Harmony and Diversity series, the "Phoenix Rising" project will offer workshops on intro to vocal techniques, choral singing, BIPOC (Black, Indigenous, People of Color), Women & LGBTQIA+ (Lesbian, Gay, Bi, Trans, Queer, Intersex, Asexual) history in music, tailored for high school choirs, colleges students, and interested Fulton County community residents; and will culminate with a free joint concert performed by AGMC/AWC members and participants.</p> <p>This project, including the workshops and a free culminating joint concert, align perfectly with the mission of our organization as it allows us to reach a wide audience and offer music and music history education, while evoking emotions that can inspire positive change; and the workshops will raise awareness, instill a sense of passion, confidence, and ambition in students and community residents alike, encouraging them to use music as a means to express themselves, challenge societal norms, and effect positive change - while promoting diversity and inclusivity and creating a more equitable and harmonious community. The artistic leaders of Voices of Note President Elects (Adam Miller and Markesha Dunham) and project staff, Felicia Seamon (see supporting documents form) will conduct participant outreach within the Atlanta schools and colleges through their LGBTQIA+ groups, community residents and local musicians, to engage this programming amongst our 200+ member community of artists. We have not confirmed any specific collaborators at this</p>	AWARD: \$4,677
TOTAL		\$74,980.00	

PSF \$3 MILLION PLUS PROFILE SUMMARY

PROJECT SUPPORT FUNDS \$3 MILLION PLUS PROFILES

Atlanta Ballet	APPLICANT DISTRICT	MISSION: The company's mission is to enrich our community by sharing the power and joy of dance -- inspiring our audiences with the highest caliber of artistic excellence on stage, empowering our students through superior dance education, and broadening the reach and impact of dance through active community engagement.	REQUEST: \$50,000
	6	PROJECT SUMMARY: To provide Centre Dance in-school and after-school dance education for 1,000 children in six schools and community organizations that support students and our school and community partners' programming. Dates: Throughout the school year. Locations: Parklane Elementary School, Hollis Innovation Academy, Utopian Academy for the Arts, City of Refuge, and the Whitehead and Harland Boys & Girls Clubs. To provide scholarships for 100 students participating in Centre Dance, enabling them to engage in a continuum of dance education classes. Dates: Throughout the year. Locations: Atlanta Ballet - Michael C. Carlos Dance Centre/1695 Marietta Blvd NW, Atlanta, GA 30318	REQUEST: \$16,000
Atlanta BeltLine Partnership, Inc.	APPLICANT DISTRICT	MISSION: We are building a more equitable and inclusive Atlanta and engaging partners by delivering transformative public infrastructure that enhances mobility, fosters culture, and improves connections to economic opportunity.	REQUEST: \$50,000
	6	PROJECT SUMMARY: Atlanta Beltline Art seeks funding to support its annual programming of public exhibitions, performances, and special events which are proposed by local artist and cultural producers and selected by a juried process. These installations and performances engage neighboring communities, activating the historic railroad Beltline corridor and parks in a new way. The program operates under the leadership of Amina Cooper, Director of Arts and Culture, Lynnette Reid, Vice President of Planning Engagement and Art, and Nonet Sykes, Chief Equity and Inclusion Officer. Atlanta Beltline artists include internationally renowned professionals alongside emerging local artists. ABI staff support local artists and assist them as needed in the process of translating the studio practice to public spaces. Significant support is provided by staff to encourage successful project completion by solving critical challenges such as identifying and securing construction materials and piece placement or addressing logistic issues such as power, vehicle access, permitting, and amplification. Venues are finalized after considering the chosen artist projects and in coordination with active construction projects.	AWARD: \$16,000

Atlanta Botanical Gardens	APPLICANT DISTRICT	MISSION: To develop and maintain plant collections for display, education, research, conservation, and enjoyment.	REQUEST: \$48,000
	3	PROJECT SUMMARY: Springtime will enliven the Atlanta Botanical Garden with an encore of ever-popular Alice in Wonderland mosaiculture - with a twist. Complementing the larger-than life fairytale plant sculptures will be whimsical trees shimmering throughout the Garden, casting colorful light on their surroundings. Dubbed Enchanted Trees by creator Patrick Shearn of Poetic Kinetics, the 10 sculptures will be scattered throughout the Garden, drawing onlookers with their dazzling acrylic leaves. Standing up to 17 feet tall, the trees will cast dappled light and reflective, shifting colors on everything around them, including Alice and her friends, throughout the exhibition's run from May 10 through September 14.	AWARD: \$12,960
The Atlanta Opera	APPLICANT DISTRICT	MISSION: Our new mission statement is, "breaking the boundaries of opera to create exceptional experiences for audiences everywhere."	REQUEST: \$50,000.00
	3	PROJECT SUMMARY: The Atlanta Opera will provide arts education programs to approximately 21,449 pre-K-12 Fulton County students including Studio Tour (an interactive 45-minute opera abridgment, offered virtually and in person), final dress rehearsals of mainstage operas, Opera Storytime, and workshops and masterclasses. In addition, TAO will provide community programming featuring opera performances and learning opportunities to engage approximately 8,990 community members at various settings in Fulton County including Morehouse College.	AWARD: \$13,500

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PROJECT SUPPORT FUNDS \$3 MILLION PLUS PROFILES

Atlanta Historical Society Inc dba Atlanta History Center	APPLICANT DISTRICT	MISSION: Our mission is to build communities of peace by accelerating belonging and flourishing. REMERGE conducts programs in community-building, training/education, and the arts, and creates solutions through direct services and neighborhood engagement.	REQUEST: \$25,000
	3	PROJECT SUMMARY: To serve 15,000 Title I students through Atlanta History Center's school tours, which provide a nuanced, evidence-based framework for interpreting the past. School tours will occur continuously in spring and fall 2025. The \$25,000 grant request will support access to Education programming for over 15,000 Title I students and strengthen our partnerships with surrounding Atlanta school districts. Students in grades pre-K through 2nd grade will receive free admission for school tours in the Goizueta Children's Experience, a new exhibition at Atlanta History Center. Within this space, they will experience one of three distinct school tours focusing on the geography, people, and culture of Atlanta, as well as STEM innovations within the city.	AWARD: \$5,500
Boys & Girls Clubs of Metro Atlanta	APPLICANT DISTRICT	MISSION: BGCMA's mission is to ignite the unlimited potential of kids and teens by creating safe, inclusive, and engaging environments.	REQUEST: \$10,000
	4	PROJECT SUMMARY: Funded by a grant from Fulton County Arts and Culture, we will run the Lyricism 101 program at ALL Fulton County Clubs this year--as we did in 2024, thanks to Fulton County Arts and Culture! This will impact 80-100 youth at four Fulton County clubs in Fall, 2025.	AWARD: \$2,700
Children's Museum of Atlanta	APPLICANT DISTRICT	MISSION: The mission of Children's Museum of Atlanta (CMA) is to change the world by sparking every child's imagination, sense of discovery, and learning through the power of play	REQUEST: \$50,000.00
	6	PROJECT SUMMARY: The proposed project will install three feature traveling exhibit experiences from January 25, 2025 - December 31, 2025 at Children's Museum of Atlanta. The exhibits will be supported by daily arts and STEM education programming, culturally specific arts programming through our Celebrate! series, and programs which provide access to the Museum for those who need it most.	AWARD: \$16,000

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PROJECT SUPPORT FUNDS \$3 MILLION PLUS PROFILES

City Springs Theatre Company	APPLICANT DISTRICT	MISSION: CSTC is dedicated to entertaining, educating, and enriching lives by creating world class theatre experiences and innovative arts education that drive cultural richness and economic vitality.	REQUEST: \$50,000.00
	2	PROJECT SUMMARY: To offer a Summer Musical educational program for students ages 13-18, with significant financial aid offerings for students in need. The program is open to Atlanta-area students and will take place in Summer 2025. This program includes approximately 75 participants and expect to have at least 1,500 audience members at the performances. Rehearsals will take place at CSTC's studio offices in north Sandy Springs, and technical preparation such as set building and lighting and sound design will take place at our new shop facilities in Marietta. The finished musical program will have multiple performances at the Sandy Springs Performing Arts Center.	AWARD: \$10,500
Fox Theatre Inc.	APPLICANT DISTRICT	MISSION: Our Mission is to preserve and share the Fox Theatre.	REQUEST: \$40,130
	6	PROJECT SUMMARY: To provide Fox in a Box, a free interactive experience for Kindergarten through 5th grades that focuses on the intersection of the Fox Theatre's history with key classroom lessons like American History, the Civil Rights Movement, economics, the importance of the arts and culture in the community. Elementary students are challenged to think about how communities come together to share an experience and to protect what is important to them. Fox in a Box will take place in elementary schools, with a focus in Fulton County and the metro-Atlanta area, but also across the state of Georgia, from January through December 2025. The program is available with both in-person and virtual versions. The newly updated virtual videos are available in both English and bilingual Spanish.	AWARD: \$10,835
Fulton County Schools Teaching Museum	APPLICANT DISTRICT	MISSION: The mission of the Museum is to provide authentic experiences that support critical thinking and learning.	REQUEST: \$45,000
	4	PROJECT SUMMARY: To provide enhanced, arts-integrated and arts-based programming that supports the Georgia Standards of Excellence in core content areas to public schools in Fulton County. Programs will be held in schools, at the Teaching Museums and/or virtually from January - December 2025.	AWARD: \$14,400
Historic Oakland Foundation	APPLICANT DISTRICT	MISSION: The mission of HOF is to preserve, restore, enhance, and share Oakland Cemetery with the public as an important cultural resource and an island of tranquility in the heart of the city.	REQUEST: \$50,000
	4	PROJECT SUMMARY: To present a temporary, outdoor immersive exhibition of light-based installations by local artists over the course of eight nights over two weekends in April 2025.	AWARD: \$11,000

PROJECT SUPPORT FUNDS \$3 MILLION PLUS PROFILES			
The Atlanta Opera	APPLICANT DISTRICT	MISSION: Our new mission statement is, "breaking the boundaries of opera to create exceptional experiences for audiences everywhere."	REQUEST: \$50,000
	3	PROJECT SUMMARY:The Atlanta Opera will provide arts education programs to approximately 21,449 pre-K-12 Fulton County students including Studio Tour (an interactive 45-minute opera abridgment, offered virtually and in person), final dress rehearsals of mainstage operas, Opera Storytime, and workshops and masterclasses. In addition, TAO will provide community programming featuring opera performances and learning opportunities to engage approximately 8,990 community members at various settings in Fulton County including Morehouse College.	AWARD: \$13,500
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TOTAL	\$132,395.00
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PSF \$700K - \$3 MILLION PROFILE SUMMARY

PROJECT SUPPORT FUNDS \$700K - \$3 MILLION PROFILES			
Fresh Films	APPLICANT DISTRICT	MISSION: Fresh Films is on a mission to democratize access and build opportunities for historically marginalized high school youth and young adults 18-25 to work in the multi billion dollar creative industry	REQUEST: \$50,000
	6	PROJECT SUMMARY: Fresh Films' Career Pathway program from January 1, 2025 through December 31, 2025 supports Fulton County high school youth attending Carver STEAM Academy HS, KIPP Atlanta Collegiate and Drew Charter HS to (i) learn the fundamentals of film/television production completing scripted, music video, unscripted and documentary projects over 31 weeks; (ii) soft skill development with Paramount, ROKU and others teach interviewing, set etiquette, communication skills, preparing resumes/reels, and more; (iii) 80 hour summer on-set apprenticeship on the set of a real film/tv production set builds essential workforce readiness skills for high-wage growing jobs in the creative economy. (iv) optional level 2 adobe certification for post production editing.	AWARD: \$13,500
Georgia State University Research Foundation, Inc - RIALTO	APPLICANT DISTRICT	MISSION: Our mission is to advance creativity, innovation and the boundaries of the imagination through engaging arts, education and entertainment.	REQUEST: \$50,000
	4	PROJECT SUMMARY: Present 10-11 culturally diverse live performances as part of the Rialto Series, held from January to December 2025 at the Rialto Center for the Arts. Offer FREE monthly outreach programs, including twelve (12) Feed Your Senses performances (virtual and/or live), featuring local artists, from January through December 2025, for Fulton County residents. Provide educational outreach through 12-15 programs with local, national, and international participation, focusing on metro-Atlanta, serving schools and educators in Fulton, Cobb, Decatur, Gwinnett, Atlanta Public Schools.	AWARD: \$13,500
Harvest Rain Early Learning Academy	APPLICANT DISTRICT	MISSION: The mission of Harvest Rain Academy (HRA) is to transform our community to impact nations, with an articulated vision and purpose of equipping, mentoring, and empowering children and youth to live successful lives.	REQUEST: \$15,000
	5	PROJECT SUMMARY: The program will provide the following art services: 1) Music & Dance Workshops for children ages 3-4 years at Harvest Rain Academy. 2) Music and Dance Workshops for youth ages 5-13 years at Harvest Rain Academy. 3) Theatre workshops for youth 7-13 years, at Harvest Rain Academy 4) Art workshop 5) Virtual/ or in person Outreach performances will be presented to the New Beginnings Senior Center; Fairburn Nursing Home; & Harvest Rain Church.	AWARD: \$3,300

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PROJECT SUPPORT FUNDS \$700K - \$3 MILLION PROFILES

Los Ninos Primero Inc.	APPLICANT DISTRICT	MISSION: Empowering Latino students and their families from early childhood to college through holistic academic, leadership, and community programs	REQUEST: \$50,000
	2	PROJECT SUMMARY: our performing arts program; delivering classes, workshops, and performing opportunities for low-income Latino children and their families. Outreach afterschool and summer arts program for 750 Latino children, youth, and adults. Collaborative Learning and Performances with The Alliance Theatre. Art instruction provided by Paint Love during Saturday School sessions. Children's chorus performs Concert. Dance and Chorus performance. Day of the Dead celebration in the Oakland Cemetery, a collaboration with the Mexican Council. Fulton County Holiday Performances: chorus, orchestra, drama, and dance performances targeting residents in North and South Fulton County.	AWARD: \$16,000
Music Education Group (MEG)	APPLICANT DISTRICT	MISSION: The Music Education Group, Inc., (MEG), is an Atlanta-based STEAM 501(c3) whose mission is to teach students life skills and career development through music, film, and digital media.	REQUEST: \$50,000
	4	PROJECT SUMMARY: To expand our afterschool programming in South Fulton County. To increase the number of student participants in our workforce development program at the Fairburn Youth Retrieve Technology Center. To provide summer arts programming to youth ages 12-19. To provide student participants with summer job opportunities	AWARD: \$11,000
Praise House Project Inc	APPLICANT DISTRICT	MISSION: Praise House Project Inc is a nonprofit organization which celebrates and preserves Black narratives, by producing and presenting community-based programming in the arts and humanities which uplift and preserve African American histories in communities.	REQUEST: \$50,000
		PROJECT SUMMARY: Present the Praise House Project at South-View Cemetery to acknowledge the 1906 Race Massacre and the African American History of the City of Atlanta. To provide related community programming in the South Atlanta area, Continue direct project support to artists, teams and projects which focus on preserving Black narratives and affecting narrative change. Engage strategic community partners in metro Atlanta to determine the path and permanent location of the current Praise House	AWARD: \$11,000
Perfect Harmony Health	APPLICANT DISTRICT	MISSION: We believe that just because healthcare is innovative does not mean that it should be a luxury. Our team specializes in treating the whole person in harmony by connecting the brain, composing the mind, and synchronizing the body through providing therapy, resources, and community access.	REQUEST: \$12,000

	1	PROJECT SUMMARY: Roswell Player's Scope of Service is to provide inclusive and creative performance opportunities for individuals with disabilities in the community of Fulton County. To present 26 rehearsal opportunities for individuals with disabilities to work alongside licensed and board-certified music therapists to hone their craft. To provide reduced participation fees and scholarships for performers, props, set, script, A/V and music for a final performance.	AWARD: \$2,640
PROJECT SUPPORT FUNDS \$700K - \$3 MILLION PROFILES			
Restore Life, Inc.	APPLICANT DISTRICT	MISSION: To discover and develop effective local leaders as empowered dispersants of resources for community development.	REQUEST: \$50,000
	6	PROJECT SUMMARY: The Aster Tribute Album Phase 1 will join professional artists and engineers with the next generation of artists and producers in AV Media. Youth will be mentored in sound engineering, lyric writing, editing, and production. This project will serve as a symbol of healing for families and communities impacted by police violence. The project timeline is Jan 5, 2025- December 19, 2025 and will be included in our year-round mentoring program to utilize our successful record of Positive Youth Development. Our Mentorship program serves 200+ youth ages 8-24 in our after school and work programs throughout the school year. The project will be led by Danny Iverson, Maisie Thompson, and approximately twenty volunteer mentors.	AWARD: \$13,500
The Lionheart Life Center, Inc	APPLICANT DISTRICT	MISSION: Our mission is to provide a developmentally appropriate education for children who need a specialized learning environment, therapeutic interventions, supported social interactions, and strategies to accommodate their individual profiles.	REQUEST: \$12,000
	2	PROJECT SUMMARY: Five arts classes once a week targeting students ages 5-18 with disabilities from Fulton County at The Lionheart School. Six-week art class is offered in the fall and spring at the Alpharetta Crabapple Government Center for local residents with disabilities ages 18-35. Registration is open to the public. Once a week, Lionheartisans classes for participants ages 9-35 with disabilities from Fulton County at the Lionheartisan's Heart Cottage. Participation in the LionheARTisans program in at least three City of Alpharetta-sponsored community arts events.	AWARD: \$2,640

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PROJECT SUPPORT FUNDS \$700K - \$3 MILLION PROFILES

VOX Teen Communications	APPLICANT DISTRICT	MISSION: VOX's mission is to lead a youth-voice movement where teens from diverse backgrounds create a stronger, more equitable community through leadership and uncensored self-expression. Our vision is a culture where teens are creating, leading, and thriving.	REQUEST: \$50,000
	4	PROJECT SUMMARY: To provide a free, accessible afterschool and summer arts program for Fulton County teens ages 13-19 from January-December 2025. This program will include skill-building opportunities, self-expression workshops, coverage opportunities, community showcases, poetry programs and leadership development. Teens will be supported by adult staff and volunteer mentors in creating their own original content that is published digitally on VOXATL.org and social media channels and in our print publications. We will use a hybrid model with both virtual and in-person activities. The majority of in-person activities will take place at VOX's downtown Atlanta program space. We will participate in community events with partner organizations and host our own events at artistic venues throughout Fulton County.	AWARD: \$16,000
William Breman Jewish Heritage Museum	APPLICANT DISTRICT	MISSION: Connect people to Jewish history, culture, and arts.	REQUEST: \$50,000
	3	PROJECT SUMMARY: Throughout 2025, The Breman will present 25+ arts and cultural programs including exhibitions, concerts, performances, artist/author talks, and workshops that appeal to diverse audiences and provide meaningful and memorable experiences. Activities and events will be held at The Breman, online, and at a variety of partner venues.	AWARD: \$13,500
TOTAL			\$116,580.00

PSF Less Than \$200K SUMMARY

PROJECT SUPPORT FUNDS LESS THAN \$200K PROFILES			
A Lady Named Pearl Foundation, Inc	APPLICANT DISTRICT	MISSION: A Lady Named Pearl Foundation mission is to shape the confidence of girls and women to become future leaders through modeling, leadership and entrepreneurship training.	REQUEST: \$8,280
	3	PROJECT SUMMARY: To provide fashion design training to five students from the A Lady Named Pearl's Modeling and Leadership Academy from August 2025 to November 2025. Students will present designs at an exhibition held in Fulton County in December 2025.	AWARD: \$2,235.60
Atlanta Community Symphony Orchestra	APPLICANT DISTRICT	MISSION: The ACSO is dedicated to connecting and engaging the greater Atlanta community through the transformative power of music, creating service opportunities for our volunteer members. Through collaborations with partners throughout the Atlanta metro area and a commitment to making music accessible through innovative programming and free concerts, the ACSO strives to enrich our community	REQUEST: \$2,920
	4	PROJECT SUMMARY: 'Rooted,' a concert celebrating Black History MonthWQ, in Roswell, GA, at Pleasant Hill Church, highlights Black heritage and the profound impact of Black musicians on classical music. This unique event, a collaboration between Pleasant Hill Church, Roswell's oldest Black church, and the Atlanta Community Symphony Orchestra, features gospel spirituals by the Pleasant Hill Praise Team and works by esteemed Black composers. Special guest cellist Ismail Akbar from Spelman College, joined by the ACSO, will perform Kol Nidrei. This traditional Jewish melody represents the preservation of cultural identity and storytelling through music	AWARD: \$2,000
Atlanta Festival Academy, Inc.	APPLICANT DISTRICT	MISSION: The Atlanta Festival Academy launched in 2019 with the twin missions of establishing an international cultural destination in Fulton County and training the next generation of classical musicians.	REQUEST: \$50,000
	1	PROJECT SUMMARY: The Atlanta Festival Academy will host its first Summer Music Institute for 10- to 22-year-old musicians. The Summer Music Institute will be led by Atlanta's Vega String Quartet, and they along with guest artists and local Atlanta professionals will coach a mix of string ensembles, culminating in a chamber music concert. The Institute will also feature two orchestras conducted by Maestro Henry Cheng. It will conclude with Atlanta Festival Academy's 2025 Finale Concert featuring the grand prize winner of the AFA 2025 Young Artist Competition performing alongside the Atlanta Festival Orchestra	AWARD: \$16,000
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PROJECT SUPPORT FUNDS LESS THAN \$200K PROFILES			
Atlanta Freedom Marching Band, Inc.	APPLICANT DISTRICT	MISSION: Atlanta Freedom Bands provides a positive representation of our city's lesbian, gay, bisexual, transgender, and ally community through music.	REQUEST: \$11,500
	3	PROJECT SUMMARY: Atlanta Freedom Bands will present a series of three wind band concerts:Simply the Best A curated collection of classics for wind band featuring the best music of different genres and composers. In Concert With Hope, A concert exploring the aspects of life that give us hope: uplifting, comforting, and joyful music that raises the spirit and soothes the soul. Holiday on Peachtree Street Holiday selections highlighting historic landmarks along Atlanta's most famous street.The concerts include AFB's Student Composer Residency program. AFB will invite a student composer to provide a work to be performed for each concert.	AWARD: \$3,105
Beacon Dance Company	APPLICANT DISTRICT	MISSION: The mission of Beacon Dance is to facilitate the development of people's understanding of the art of movement as a means of communication and reflection.	REQUEST: \$13,000
	4	PROJECT SUMMARY: To create and present a series of two (2) free productions of 3 performances each, for a total of 6 performances to the citizens of Fulton County highlighting Social Justice issues and Accessibility in our world. Performances will be held in The B Complex Artist Cooperative.	AWARD: \$4,160
Dancical Productions, Inc.	APPLICANT DISTRICT	MISSION: Our mission is to train, produce and present technical and creative dancers, performers and educators with a special emphasis on transformation, leadership and the celebration of African-American culture while sharing in diversity.	REQUEST: \$20,000
	6	PROJECT SUMMARY: The purpose of this project is to present three major artistic endeavors focused on the preservation, research, and presentation of the Mojah dance technique, a Modern African dance form, to be presented as professional and outreach programming to community groups: Diversify the work of Mojah technique in Atlanta to be inclusive of Auburn Avenue Research Library, Atlanta History Museum, Atlanta Ballet and other studios. The presentation and analysis of the Mojah choreography in the production, Girl Why You Dance Like That: Fusion from Africa to Hip-Hop to be presented. To present the 2024 Mojah Dance Festival and Conference, the annual event to study, review, analyze, and create in the Mojah Dance Technique.	AWARD: \$4,500
Jazz Matters	APPLICANT DISTRICT	MISSION: We are dedicated to honoring the vibrant cultural legacy of jazz music, as well as its profound impact on other musical styles. Our goal is to achieve this by celebrating its diverse origins and promoting it to a wider audience.	REQUEST: \$30,000
	6	PROJECT SUMMARY: To present two (2) A Jazzy Afternoon concerts, while open to everyone, is specifically tailored for seniors aged 55 and above in Fulton County. Performances will take place at a venue yet to be determined in Fulton County. To present two (2) Jazz Collaborative concerts, targeting at all residents of Fulton County. Performances will take place at a venue yet to be determined in Fulton County.	AWARD: \$8,100
Note: The applicant's main address may not be reflective of the location where program services are provided or the District in which their audience is served. Applicants may provide arts services across multiple Fulton County Commission Districts.			

PROJECT SUPPORT FUNDS LESS THAN \$200K PROFILES			
Joel Chandler Harris Association, Inc. - Wren's Nest	APPLICANT DISTRICT	MISSION: Preserve storytelling traditions, cultivate the next generation of readers and writers, and celebrate self-expression through educational and cultural programming. Our vision: to be a vibrant, welcoming cultural center and anchor institution that champions self-expression and a lifelong love of stories and storytelling.	REQUEST: \$20,000
	4	PROJECT SUMMARY: Present weekly storytelling performances and house tours, Offer free Phoenix Flies preservation tours in partnership with the Atlanta Preservation Center and Trees Atlanta. Offer free Jane's Walk tours in partnership with the Museum of Design Atlanta, Host a porch party, house tour, and concert, in partnership with West End Neighborhood Development, A week-long Scribes summer camp. Additional programs produced in-house will include an Easter egg hunt, a springtime "Tea & Stories" program, and a Halloween-themed storytelling event Contingent upon sufficient funding, we will sustain our monthly free book program with Dolly Parton's Imagination Library	AWARD: \$6,400
One Talent, Inc.	APPLICANT DISTRICT	MISSION: Our mission is to advance the gifts and talents of our leaders of tomorrow.	REQUEST: \$20,000
	6	PROJECT SUMMARY: This proposal outlines the production of a short film based on the acclaimed TATC stage play, aimed at engaging and empowering residents of South Fulton County. Scheduled for screenings in December 2025 at Club E Atlanta, the film will feature a cast and crew primarily composed of local talent, reflecting the community's diversity. Production will be completed by November 2025, with filming at Club E Atlanta and various locations throughout Fulton County. This initiative seeks to promote mental health awareness while strengthening community ties through the arts. By amplifying local voices, the project aims to inspire dialogue and foster a more connected community. We invite support for this impactful endeavor.	AWARD: \$5,400
Room To Move Dance	APPLICANT DISTRICT	MISSION: The mission of RTMD is: To increase opportunities for dancers, artists, and musicians to integrate their talents in dynamic performances. To increase public access to vibrant and thought-provoking multi-dimensional concerts. To expand the audience for movement and self-expression classes by deliberately extending opportunities to underserved youth and senior citizens	REQUEST: \$5,892
	2	PROJECT SUMMARY: To present 3 performances of an evening-length piece,"Perpetual Time" at Sandy Springs Performing Arts Cent. To implement a marketing plan that attracts a minimum of 300 patrons	AWARD: \$2,000
Note: The applicant's main address may not be reflective of the location where program services are provided or the District in which their audience is served. Applicants may provide arts services across multiple Fulton County Commission Districts.			

PROJECT SUPPORT FUNDS LESS THAN \$200K PROFILES			
SIDEWAYS Contemporary Dance Co.	APPLICANT DISTRICT	MISSION: SIDEWAYS Contemporary Dance is a small contemporary dance theater, devoted to presenting stories of humanity through dance.	REQUEST: \$20,000
	4	PROJECT SUMMARY: To present a production of four (4) performances targeting residents in Roswell & Alpharetta. Performances will be held at the Computer Museum of America in November. To offer outreach programming to Alpharetta and Roswell in the form of Physio Jazz workshops with FSDC (Workshops held 1X per Quarter at each location throughout the 2025 year). To involve a minimum of 100 local youth in the performance of Once Upon A Holiday. To create a holiday market of local artists and business to be showcased at Once Upon A Holiday. To donate 50 tickets to local non-profit groups supporting families with children with developmental disabilities To perform at two (2) performances of Once Upon A Holiday with FSDC	AWARD: \$5,400
The Alchemy Sky Foundation	APPLICANT DISTRICT	MISSION: Alchemy Sky Foundation's mission is to bring the healing power of music to those who need it.	REQUEST: \$5,000
	6	PROJECT SUMMARY: The Alchemy Sky Foundation (ASF) will deliver therapeutic music programs aimed at supporting Veterans in the greater Atlanta area who are experiencing challenges such as PTSD, anxiety, and depression. These programs will include quarterly music performances, single-day workshops featuring music industry professionals, and music recording projects that engage Veterans in the creative process of songwriting, studio recording, and music production. Services will be provided from January 1, 2025, to December 31, 2025, at various locations, including community centers, recording studios, and non-traditional performance venues. The program will culminate in four new recorded songs and public performances, fostering creative expression and strengthening social bonds among participants.	AWARD: \$2,000
The Atlanta Wind Symphony	APPLICANT DISTRICT	MISSION: The Atlanta Wind Symphony's mission is to make performances of significant music accessible to all at no admission charge	REQUEST: \$8,301
	1	PROJECT SUMMARY: This application requests funding to enable the Atlanta Wind Symphony to present 10 free musical events at Fulton County facilities: Two free concerts by the 78-member wind ensemble: a January 28 concert at Chattahoochee High School auditorium with featured soloist and an October 2025 performance at Milton High School auditorium. Two special events for high school musicians: a free masterclass by trumpet virtuoso Jens Lindemann at Milton High School on January 29 and a concerto competition for outstanding high school wind instrument players, with final auditions to select a winner in February. Six chamber music performances for senior citizens by the AWS brass quintet, woodwind quintet, clarinet quartet, and saxophone quartet at six Fulton County senior living facilities.	AWARD: \$2,656.00

PROJECT SUPPORT FUNDS LESS THAN \$200K PROFILES			
UAE Youth Artists Program	APPLICANT DISTRICT	MISSION: UAE Youth Artists Program is a non-profit dedicated to developing artistically talented youth outside of the classroom and beyond the academic school calendar.	REQUEST: \$10,000.00
	4	PROJECT SUMMARY: To present a showing of the stage play held at the City of South Fulton Arts Center in the community to discuss mental health, and to present a short film with one watch party targeting residents in South Fulton County. The target date for the stage play viewing will be March 2024 and the target date to record the short film will be by the end of December 2024. Watch parties for the film and discussion sessions for will be held at Club E Atlanta which is located in District 6 South Fulton County in December 2024.	AWARD: \$7,592.00
TOTAL			\$72,257.00

Small Arts Project Profile

SMALL ARTS PROJECT FUNDS PROFILES			
Art Farm	APPLICANT DISTRICT	MISSION: The nonprofit Art Farm at Serenbe holds a unique and vital role in fostering connections between the arts, nature, and the art of living. Located in Chattahoochee Hills, we are dedicated to nurturing and expanding the sense of community. Our mission is rooted in a passion for creating a model that demonstrates how art and artists can be an integral part of daily life for those who live in or visit our community.	REQUEST: \$5,000
	5	PROJECT SUMMARY: The proposed services provided is the Artist in Residence Program at Art Farm at Serenbe, located in Chattahoochee Hills, South Fulton County. This program will run throughout the year, offering residencies for emerging and established artists lasting between two to four weeks at a time. Artists will be provided with housing in our artist cottages and access to dedicated spaces to focus on their craft, develop new ideas, and create art. During their residency, artists will engage with the community by participating in events such as meet and greet sessions, mini workshops to demonstrate their creative process, and educational programs to share their expertise to the community of South Fulton and Chattahoochee Hills	AWARD: \$2,000
TOTAL			\$2,000.00

OTHER PROGRAM PROFILE & SUMMARY

OTHER PROFILES

Atlanta Celebrates Photography	APPLICANT DISTRICT	MISSION: The Atlanta Center for Photography (ACP) advances new perspectives in lens-based media from the American South. Through artwork commissions, community collaborations, and dynamic programs, ACP supports photography as an inclusive and transformational cultural force, positioning Atlanta at the front of contemporary lens-based practice and thought.	REQUEST: \$50,000
	4	PROJECT SUMMARY: To host our Virtual Portfolio Review, which includes a professional practice lecture and six Equity Scholarships. Zoom. To support our Emerging Artist Fellowship. The Fellow receives support for their proposed exhibition including mentorship, professional development opportunities, an artist fee and production support, and a 3-month solo exhibition. ACP. To present ACP's 26th annual ACP Festival, which will be a focused event with keynote speakers, workshops, and community programs. Various locations. To support FY 24 exhibitions (3 total) and public programs (~10 total). ACP. To support the ACP Block Party + Open Exhibition, with 50+ artists and 10+ community partners.	AWARD: \$11,000
City Dance	APPLICANT DISTRICT	MISSION: Founded in 2005, CityDance, Inc. is a community-based performing arts organization dedicated to bringing dance arts to young people, their families, and their communities. Through ongoing dance education, professional development, and performance opportunities, CityDance, Inc. serves as a conduit of art and culture for personal empowerment and community enrichment.	REQUEST: \$4,500
	3	PROJECT SUMMARY: The CityDance, Inc. Pathways to Pedagogy Program will provide pedagogical training and education to local dance artists. The training and development will take place within Fulton County and will culminate in a series of demonstrations, workshops and performances presented by participating teaching artists.	AWARD: \$2,000
Georgia Lawyers for the Arts	APPLICANT DISTRICT	MISSION: GLA's Mission is to further creativity by protecting and advising Georgia's artists	REQUEST: \$50,000
	6	PROJECT SUMMARY: Provide \$3.5 million in pro bono legal services to thousands of Fulton County artists and arts organizations	AWARD: \$16,000

Note: The applicant's main address may not be reflective of the location where program services are provided or the District in which their audience is served. Applicants may provide arts services across multiple Fulton County Commission Districts.

gloATL	APPLICANT DISTRICT	MISSION: glo uses choreography as a toolbox to build environments that bring people together and pool resources to meet communities where they are at, making the world better.	REQUEST: \$5,000
		PROJECT SUMMARY: The Blooming City supports ongoing efforts to redeem what has been left behind in the Palmetto community of South Fulton by employing the practices of live art, garden literacy education, and choreography. Using the past as a liberating force to embolden the present, we are imaginatively sowing wildflowers, hosting art flea's and parlors, guiding elementary school art & ecology classes, draping Historic Downtown with beautiful banners, and creating music and movement processions to carry us through the world we dream. *3 acre wildflower prairie along historic railroad lines in Downtown. *In-school Movement/Ecology classes. *Art Fleas opening Spring 2025. *Live Art processions with grammy-award artists. *Downtown mural, floral banners.	AWARD: \$2,000
Lassana Kouyate	APPLICANT DISTRICT	Mission: As an artist and culture bearer from a griot family line originating in Mali, my West African heritage has greatly influenced my work. Griots or Djélis remind communities of their ancestry, of events, places, migration and traditional values, which are important for shaping collective identities. Imagine experiencing the vibrant heartbeat of West Africa, not through a static presentation, but through a dynamic tapestry of movement, music, and ancestral narratives. African heritage is not just a performance; it's a transformative journey into the soul of a region where diverse ethnicities, rich folk traditions, and enduring legacies intertwine. My main influences spanning across West Africa delve into the profound impact of forced relocation, the echoes of ancient empires, and the unifying threads of kinship that bind communities together.	REQUEST: \$5,000
	4	PROJECT SUMMARY: To present artistic initiatives that offer cultural and educational programs in collaboration with communities in College Park, East Pint and Tri-Cities, lacking exposure to traditional arts, addressing the gap in reach and resources through community partnerships.	AWARD: \$2,000
TOTAL			\$38,150.00

CONTRACTS FOR SERVICES PROGRAM - FY 25 RECOMMENDATIONS BY FUNDING CATEGORY

FY25- FUNDING CATEGORY	REQUEST AMT	ARTS COUNCIL REC	NUMBER OF APPLICANTS REVIEWED BY PANEL	NUMBER OF APPLICANTS RECOMMENDED
EAF	\$62,215	\$12,000	12	6
RESOURCE PROVIDER	\$133,000	\$28,750	4	3
SAP	\$13,000	\$2,000	3	1
MUNICIPALI TY	\$145,000	\$26,200	5	4
INDIVIDUAL ARTIST	\$96,655	\$18,724	20	15
OSF LESS THAN \$200K	\$498,032	\$130,064	29	29
OSF \$200K- \$699	\$1,011,443	\$316,412	27	27
OSF \$700K-3 MILLION	\$770,000	\$260,800	17	17
OSF \$3 MILLION PLUS	\$250,000	\$70,000	5	5
PSF LESS THAN \$200K	\$248,893	\$72,257	17	16
PSF \$200K - \$699K	\$375,160	\$74,980	10	9
PSF \$700K- \$3 MILLION	\$445,000	\$116,580	12	11

PSF \$3 MILLION PLUS	\$518,130	\$132,395	12	11
OTHER	\$227,205	\$38,150	9	5
TOTAL	\$4,793,733	\$1,299,312	182	159

ORGANIZATIONS NOT RECOMMENDED FOR FUNDING BY PANEL – FY25 Applications Below A Score of 84% Were Not Recommended for Funding					
	CATEGORY	APPLICANT	DISTRICT	SCORE	REQUEST AMOUNT
1	EAF	Therapeutic Artists Resource	6	84.5	\$5,000.00
2	EAF	Wedge, Inc	3	82.25	\$5,000.00
3	EAF	The Trey Clegg Singers, Behalf of Kanjani Inc. on	5	80.67	\$2,500.00
4	EAF	Black American Music Foundation, Inc.	3	80.25	\$2500.00
5	EAF	Atlanta Contemporary Music Collective, Inc	4	74.25	\$2,215.00
6	EAF	Wow Afro Foundation Inc	4	66.75	\$10,000.00
7	RESOURCE	Roswell Organizational for Community Development	2	74.5	\$8,000.00
8	SAP	Creative Hands Youth Project	5	81.5	\$5,000.00
9	MUNICIPALITY	City of College Park	4	82	\$25,000.00
10	INDIVIDUAL ARTIST	Marcus Hopkins-Turner	6	84	\$5,000.00
11	INDIVIDUAL ARTIST	Afreen Khundmiri	1	83.5	\$5000.00
12	INDIVIDUAL ARTIST	Eddie Farr	5	81	\$2500.00
13	INDIVIDUAL ARTIST	EXODIA DEMOSTHENE	4	65.5	\$2500.00
14	INDIVIDUAL ARTIST	Monica Carter	5	61	\$5000.00
15	PFS \$200k- \$699K	Cabbagetown Initiative	4	81	\$50,000.00

16	PSF \$700K-\$3MILL	Quality Living Services, Inc.	6	79.33	\$6000.00
17	PSF \$3 Mill Plus	Atlanta Educational Telecommunications Collaborative, Inc.	3	81.6	\$50,000.00
ORGANIZATIONS NOT RECOMMENDED FOR FUNDING BY PANEL – FY25 Applications Below A Score of 84% Were Not Recommended for Funding					
	CATEGORY	APPLICANT	DISTRICT	SCORE	REQUEST AMOUNT
18	OTHER - PROJECT	Chopin Society	1	76.67	\$3,394.80
19	OTHER -RES-PROJECT	B-Ware Foundation	4	76	\$33,525.00
	TOTAL				\$228,134.80



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0477

Meeting Date: 6/18/2025

Department

Public Works

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

Request approval to extend an existing contract - Department of Public Works, RFP# 19RFP090419K-DB, Operation & Maintenance Service for Wastewater Facilities & Pump Stations in the North Fulton Service Area, for 120 days and in the amount not to exceed \$7,381,500.47, with Veolia Water North America-South, LLC (Atlanta, GA) to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area. This extension will be effective July 6, 2025, through November 3, 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 *(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: Veolia Water North America-South LLC currently provides operation and maintenance services for the Fulton County owned facilities & pump stations in the North Fulton

Service Area, which consists of three (3) Water Reclamation Facilities, twenty-eight (28) wastewater pumping stations, forth-six (46) air release valves, and five (5) potable water pump stations. The contract was initially awarded by the Board of Commissioners on February 19, 2020, as BOC Agenda #20-0133 with an initial term of the contract between July 6, 2020, through July 5, 2025.

The extension will continue the same three financial elements of the original contract - a Fixed Base Service Fee, Maintenance Allowance, and Contingency Allowance:

- The Fixed Service Fee is the amount charged by the contractor to operate and maintain all of the North Fulton Managed Assets in compliance with the terms of the contract.
- The Maintenance Allowance will be used to repair/replace major equipment or upgrade the Managed Assets at the County's sole discretion.
- The Contingency Allowance will be used to finance unforeseen and variable expenses during the term at the County's sole discretion.

Below is a table that shows the anticipated contract value during the 120-day extension using the pro-rated costs that were in place between January 1, 2025, through July 5, 2025:

Fixed Service Fee:	\$ 6,166,649.01
Maintenance Allowance:	\$ 1,025,030.92
Contingency Allowance:	\$ 189,820.54
Total 120-day Value:	\$ 7,381,500.47

This contract extension will allow for Veolia Water North America-South to continue to operate these facilities while Public Works readvertises these operation and maintenance services as part of a new 5-year contract with the most qualified vendor selected by the BOC at that time.

Community Impact: The treated wastewater at these facilities is ultimately discharged to the Chattahoochee and Etowah Rivers. Having professionally run facilities allow for a healthy environment for economic and recreational activities along these rivers.

Department Recommendation:

The Department of Public Works recommends the extension of this contract with Veolia Water North America -South, LLC.

Project Implications: Fulton County Public Works no longer has the resources to operate and maintain these assets since privatization was first implemented in 1992 throughout the North Fulton Service Area. Therefore, it is imperative that a contractor continues to provide uninterrupted wastewater treatment services on behalf of Fulton County Public Works.

Community Issues/Concerns: Although there has been operational challenge at these facilities over the past five years, the plants current meets all EPD nutrient permit requirements.

Department Issues/Concerns: The department believes that this vendor can continue to perform

the services during a new procurement period.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0133	2/19/2020	\$8,728,340.00
FY Year 2021			\$18,166,470.00
FY Year 2022			\$18,711,464.00
FY Year 2023			\$19,272,808.00
FY Year 2024			\$19,850,992.00
FY Year 2025			\$10,475,341.00
Extension #1	24-0847	6/18/2025	\$909,668.00
Extension #2			\$7,381,500.47
Total Revised Amount			\$103,496,583.47

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

Contract Value: \$7,381,500.47

Prime Vendor: Veolia Water North America - South, LLC
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$3,992,653.60 or 54.09%

Subcontractor: Amtech Drives
Subcontractor Status: Asian Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$25,097.10 or 0.34%

Subcontractor: Jackson Janitorial & Facilities Maintenance, LLC
(Bateman & Styles, LLC)
Subcontractor Status: African American Male Business
Location: Jefferson, GA
County: Jackson County
Contract Value: \$31,002.30 or 0.42%

Subcontractor: Custom Klimates
Subcontractor Status: Non-Minority
Location: Canton, GA
County: Cherokee County
Contract Value: \$19,930.05 or 0.27%

Subcontractor:	D. Clark Harris
Subcontractor Status:	White Female Business Enterprise
Location:	Fayetteville, GA
County:	Fayette County
Contract Value:	\$170,512.66 or 2.31%
Subcontractor:	Global Control Systems Inc.
Subcontractor Status:	White Female Business Enterprise
Location:	Smyrna, GA
County:	Cobb County
Contract Value:	\$34,693.05 or 0.47%
Subcontractor:	Khafra Engineering Consultants, Inc.
Subcontractor Status:	African American Male Business Enterprise
Location:	Atlanta, GA
County:	Fulton County
Contract Value:	\$692,384.74 or 9.38%
Subcontractor:	Let Us Love Your Lawn
Subcontractor Status:	African American Female Business Enterprise
Location:	Stone Mountain, GA
County:	Dekalb County
Contract Value:	\$144,677.41 or 1.96%
Subcontractor:	Slater Infracture/Multi-Energy Group, LLC
Subcontractor Status:	African American Female Business Enterprise
Location:	Alpharetta, GA
County:	Fulton County
Contract Value:	\$692,384.74 or 9.38%
Subcontractor:	Prime Power
Subcontractor Status:	White Female Business Enterprise
Location:	Austell, GA
County:	Cobb County
Contract Value:	\$44,289.00 or 0.60%
Subcontractor:	Waste Eliminator, Inc
Subcontractor Status:	Non-Minority
Location:	Peachtree Corners, GA
County:	Gwinnett County
Contract Value:	\$1,533,875.80 or 20.78%
Total Contract Value:	\$7,381,500.47 or 100.00%
Total Certified Values:	\$1,835,041.02 or 24.86%

Exhibits Attached

Exhibit 1: Extension Agreement

Exhibit 2: Contractor Performance Report

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

David Clark, Director of Public Works

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$95,205,415.00

Previous Adjustments: \$909,668.00

This Request: \$7,381,500.47

TOTAL: \$103,496,583.47

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5458-1160 Water & Sewer Revenue Fund, professional Services- \$583,767.28

Funding Line 2:

201-540-5462-1160 Water & Sewer Revenue Fund, professional Services- \$796,852.56

Funding Line 3:

201-540-5463-1160 Water & Sewer Revenue Fund, professional Services- \$4,253,174.75

Funding Line 4:

201-540-5476-1160 Water & Sewer Revenue Fund, professional Services- \$1,661,108.11

Funding Line 5:

201-540-5451-1160 Water & Sewer Revenue Fund, professional Services- \$86,897.77

Key Contract Terms	
Start Date: 7/6/2025	End Date: 11/3/2025
Cost Adjustment: N/A	Renewal/Extension Terms: No options remain

Overall Contractor Performance Rating: 70

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:
10/4/2024

Report Period End:
1/3/2025

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: Veolia North America, LLC.

Contract No.: 19RFP090419K-DB, Operation & Maintenance Services for Waste Water Facilities & Pump Stations

Address: 387 18th Street, NW
City, State Atlanta, GA 30363

Telephone: 678-925-6057

Email: joseph.tackett@veolia.com

Contact: Joseph Tackett,
Senior Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Veolia North America, LLC., to provide operation and maintenance services at wastewater facilities and pump stations in North Fulton, dated 19th day of February 2020, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to extend the existing contract to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area; 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 June 18th, 2025; Item #25-XXXX.

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

This Amendment No. 2 to Form of Contract is effective July 6, 2025, through November 3, 2025. This Amendment is entered into by and between Fulton County and Veolia North America, LLC, who agree that all services specified shall be performed in accordance with this Amendment No. 2 and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Veolia Water North America operates all of the North Fulton assets, including 3 wastewater treatment facilities, all wastewater lift stations, and all water pump stations. The extension will continue the same three financial elements of the original contract - a Fixed Base Service Fee, Maintenance Allowance, and Contingency Allowance. This contract extension will allow for Veolia Water North America-South to continue to operate these facilities without interruption.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed \$7,381,500.47 (Seven Million Three Hundred Eighty-One Thousand Five Hundred Forty-Seven Cents).
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:

FULTON COUNTY, GEORGIA

CONTRACTOR:

VEOLIA NORTH AMERICA, LLC

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Joseph Tackett,
Senior Vice President

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

David Clark, Director
Public Works Department

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING
--

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

Performance Evaluation Details

ID	E3
Project	Operation & Maintenance (O&M) Services for Camp Creek Managed Assets
Project Number	16RFP071816K-DJ
Supplier	Veolia Water North America – South, LLC
Supplier Project Contact	Joseph A. Tackett (preferred language: English)
Performance Program	Construction Services
Evaluation Period	10/04/2024 to 01/03/2025
Effective Date	01/27/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	01/27/2025 03:40 PM EST
Completion Date	01/27/2025 03:40 PM EST
Evaluation Score	70

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

Meet Schedules most of the time.

BUDGET MANAGEMENT

14/20

Rating

Satisfactory: Design within budget. Reasonable pricing on Scope Changes and processed in a timely manner.

Comments

Performance: meets satisfactorily.

OVERALL CONSTRUCTION PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Acceptable understanding of project objectives and requirements.

Comments

Meets requirements.

COST CONTROL

14/20

Rating

Satisfactory: Claims process and timeframes for resolution documented and meet the Contract requirements. Consistent, fair, and accurate tracking and forecasting of budgets.

Comments

Meets requirements.

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

Meets requirements.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0478

Meeting Date: 6/18/2025

Department

Library

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

Request approval to use Beltline TAD funds for the purchase of AMH (Automatic Handling) Systems to be distributed at six (6) library locations. The cost of the purchase is not to exceed; \$1,100,000.00.

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

Agenda Item 05-1497 authorizing Fulton County participation in the Beltline Tax Allocation District; Intergovernmental Agreement between Fulton County and the City of Atlanta effective December 31, 2005, providing payments in lieu of taxes to be returned to Fulton County from the TAD for Library capital expenditures; and in accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$49,999.99 shall be forwarded to the Board of Commissioners for approval.

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

Arts and Libraries

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background

The current smartSort 100 AMH Systems were installed in 2014-2015. Despite the vendor being able to provide service and maintenance, the cost of repairs is steadily increasing, and parts are becoming scarce. The price to purchase the units is also increasing due to potential tariffs. The quote used for this purpose does not include a tariff markup. The impacted branches are the Metropolitan, Milton, Northwest, South Fulton, Wolf Creek and Alpharetta library. The price quoted for the units is \$961,838 but the library is requesting

\$1,100,000 to ensure the library has enough funding for the purchase if tariffs impact vendor pricing.

AMH Systems is the book drop and sorting system which saves a tremendous amount of time when considering staff hours. The use of this unit limits the need for additional staffing at the library due to the sorting capabilities and the reduction of workload. The library has two bin sorters which range in size from 5 to 7 sorters.

Scope of Work: The library will purchase six (6) AMH Systems for various library branches. These systems include a FLEX AMH and Book drop. This solicitation will be processed as a sole source to maintain compatibility with current systems and maintenance agreements already in place.

Community Impact: The AMH systems creates savings in man hours as it pertains to checkouts and returns. If these sorters were out of service for repairs staff has to manually perform time consuming tasks that would bring staff off of the front line.

Department Recommendation: The library system recommends purchase of the units.

Project Implications: The cost of maintenance will continue to increase overtime and the system runs the risk of having units down for extended periods of time due to scarcity of parts.

Community Issues/Concerns: There are no community issues/concerns.

Department Issues/Concerns: There are no department issues.

Fiscal Impact / Funding Source

Funding Line 1:

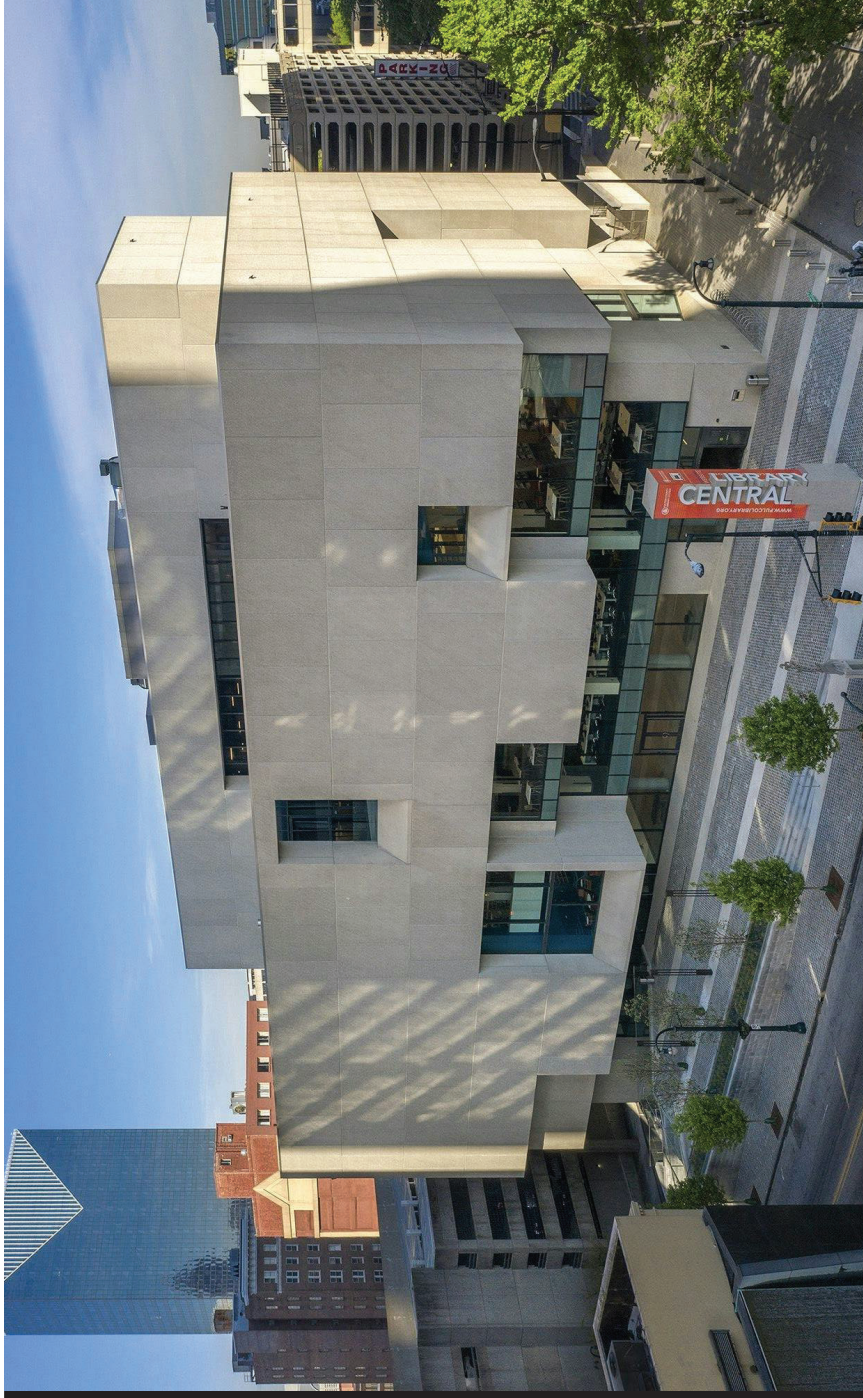
TBD



FULTON COUNTY LIBRARY SYSTEM

Imagine what a library can be

DISCOVER



Flex 100 Sorter Systems have been given End Of Life designation due to their age.

July 29, 2024

Brazos Price
Jamar Parker
Fulton County Library System

RE: **bibliotheca smartSort 100 AMH System**

Dear Mr. Price

Fulton County Library System has been a valued customer of Bibliotheca, LLC for many years. Due to this we wanted to provide you with information regarding your smartSort 100 AMH Systems. Although we are still able to service these products, due to their age (yours were installed in 2014-2015), service is at end of life for your systems and would be best case due to limited parts. As part will start to get scarce as well as expensive to repair, service pricing will need to increase.

These systems are at the following locations:

South Fulton
Alpharetta
Northwest
Wolf Creek
Milton
Metropolitan

In addition, you have several of our next generation, flexAMH systems, which use newer software and innovations. Due to this we have provided Fulton County discounted pricing to replace these systems.

We look forward to continuing to support the Fulton County Library System for all its current and future solution needs.

Sincerely,



Matthew Bellamy
President

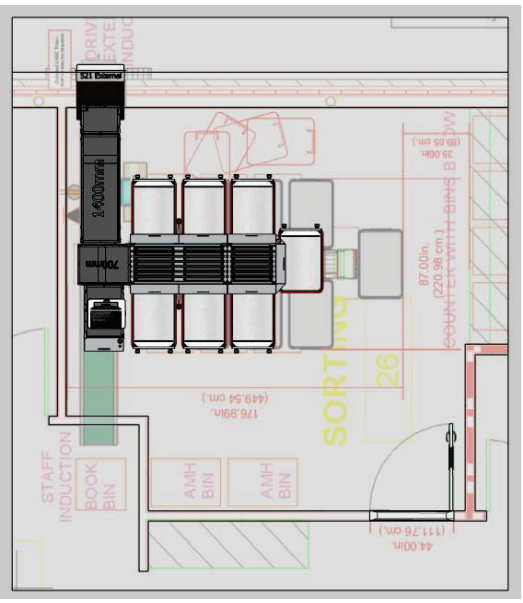
m.bellamy@bibliotheca.com

FLEX AMH and Book Drop

Metropolitan



INTELLIGENT INDUCTION – 7 BIN SORTER



NEW w/ ANNUAL CONTRACT				PURCHASE w/ PREPAID			
Traditional Purchase				Capital Surplus			
Year	Current M&S	New	Difference	New with Prepaid	Difference		
2025	\$14,675.00	\$125,103.00	\$110,428.00	\$169,063.00	\$154,388.00		
2026	\$15,375.00	\$10,990.00	-\$4,385.00	\$0.00	-\$15,375.00		
2027	\$16,108.38	\$11,539.50	-\$4,568.88	\$0.00	-\$16,108.38		
2028	\$16,876.75	\$12,116.48	-\$4,760.28	\$0.00	-\$16,876.75		
2029	\$17,881.78	\$12,722.30	-\$4,959.48	\$0.00	-\$17,881.78		
TOTALS	\$80,716.91	\$172,471.27	\$91,754.36	\$169,063.00	\$88,346.09		

Traditional Purchase				Capital Surplus			
Procurement Friendly				Lowest Overall Cost			
Buyboard Compatible				Operational Cost Reduction			
Moderate Upfront Investment				Highest Upfront Investment			

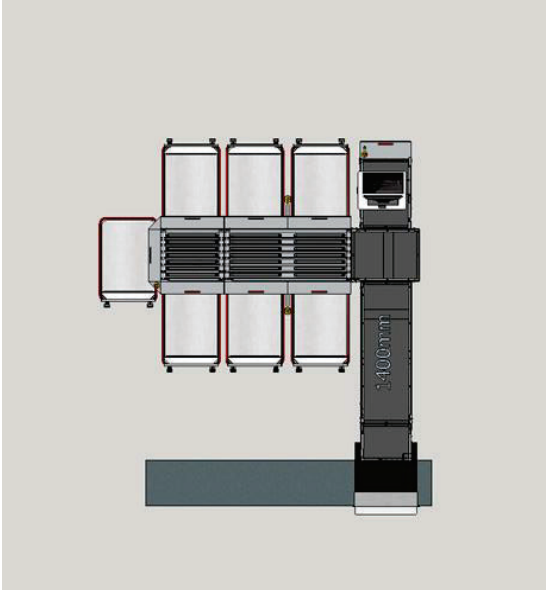
Service Credit			
Install Month	Estimated Amount		
January	\$1,222.92		
February	\$14,675.00		
March	\$13,452.08		
April	\$12,229.17		
May	\$11,006.25		
June	\$9,783.33		
July	\$8,560.42		
August	\$7,337.50		
September	\$6,114.58		
October	\$4,891.67		
November	\$3,668.75		
December	\$2,445.83		

FLEX AMH and Book Drop

Milton



INTELLIGENT INDUCTION – 7 BIN SORTER



NEW w/ ANNUAL CONTRACT PURCHASE w/ PREPAID

		Traditional Purchase		Capital Surplus	
Year	Current M&S	New	Difference	New with Prepaid	Difference
2025	\$14,675.00	\$125,103.00	\$110,428.00	\$169,063.00	\$154,388.00
2026	\$15,375.00	\$10,990.00	-\$4,385.00	\$0.00	-\$15,375.00
2027	\$16,108.38	\$11,539.50	-\$4,568.88	\$0.00	-\$16,108.38
2028	\$16,876.75	\$12,116.48	-\$4,760.28	\$0.00	-\$16,876.75
2029	\$17,681.78	\$12,722.30	-\$4,959.48	\$0.00	-\$17,681.78
TOTALS	\$80,716.91	\$172,471.27	\$91,754.36	\$169,063.00	\$88,346.09

Traditional Purchase		Capital Surplus	
Procurement Friendly		Lowest Overall Cost	
Buyboard Compatible		Operational Cost Reduction	
Moderate Upfront Investment		Highest Upfront Investment	

Service Credit	
Install Month	Estimated Amount
January	\$1,222.92
February	\$14,675.00
March	\$13,452.08
April	\$12,229.17
May	\$11,006.25
June	\$9,783.33
July	\$8,560.42
August	\$7,337.50
September	\$6,114.58
October	\$4,891.67
November	\$3,668.75
December	\$2,445.83

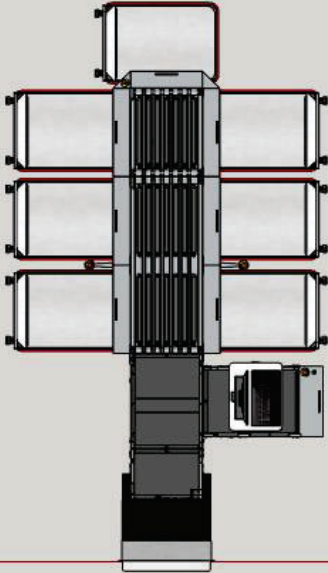
FLEX AMH and Book Drop

Northwest



INTELLIGENT INDUCTION – 7 BIN
SORTER

With Drive up No Lock Book



NEW w/ ANNUAL CONTRACT PURCHASE w/ PREPAID

Year	Traditional Purchase		Capital Surplus	
	Current M&S	New	Difference	New with Prepaid
2025	\$14,675.00	\$115,544.00	\$100,869.00	\$155,928.00
2026	\$15,375.00	\$10,096.00	-\$5,279.00	\$0.00
2027	\$16,108.38	\$10,600.80	-\$5,507.58	\$0.00
2028	\$16,876.75	\$11,130.84	-\$5,745.91	\$0.00
2029	\$17,681.78	\$11,687.38	-\$5,994.39	\$0.00
TOTALS	\$80,716.91	\$159,059.02	\$78,342.11	\$155,928.00
				\$75,211.09

Service Credit	
Install Month	Estimated Amount
January	\$1,222.92
February	\$14,675.00
March	\$13,452.08
April	\$12,229.17
May	\$11,006.25
June	\$9,783.33
July	\$8,560.42
August	\$7,337.50
September	\$6,114.58
October	\$4,891.67
November	\$3,668.75
December	\$2,445.83

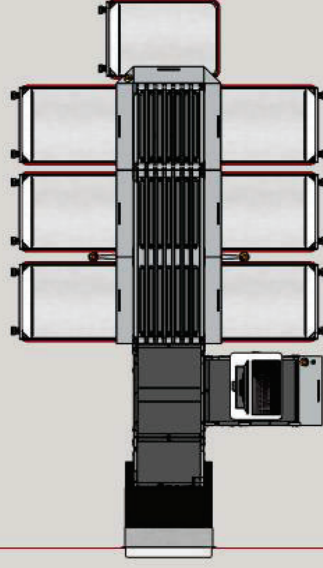
Traditional Purchase		Capital Surplus	
Procurement Friendly		Lowest Overall Cost	
Buyboard Compatible		Operational Cost Reduction	
Moderate Upfront Investment		Highest Upfront Investment	

FLEX AMH and Book Drop

South Fulton



INTELLIGENT INDUCTION – 7 BIN
SORTER



NEW w/ ANNUAL CONTRACT PURCHASE w/ PREPAID

Year	Traditional Purchase			Capital Surplus	
	Current M&S	New	Difference	New with Prepaid	Difference
2025	\$14,675.00	\$115,544.00	\$100,869.00	\$155,928.00	\$141,253.00
2026	\$15,375.00	\$10,096.00	-\$5,279.00	\$0.00	-\$15,375.00
2027	\$16,108.38	\$10,600.80	-\$5,507.58	\$0.00	-\$16,108.38
2028	\$16,876.75	\$11,130.84	-\$5,745.91	\$0.00	-\$16,876.75
2029	\$17,681.78	\$11,687.38	-\$5,994.39	\$0.00	-\$17,681.78
TOTALS	\$80,716.91	\$159,059.02	\$78,342.11	\$155,928.00	\$75,211.09

Service Credit	
Install Month	Estimated Amount
January	\$1,222.92
February	\$14,675.00
March	\$13,452.08
April	\$12,229.17
May	\$11,006.25
June	\$9,783.33
July	\$8,560.42
August	\$7,337.50
September	\$6,114.58
October	\$4,891.67
November	\$3,668.75
December	\$2,445.83

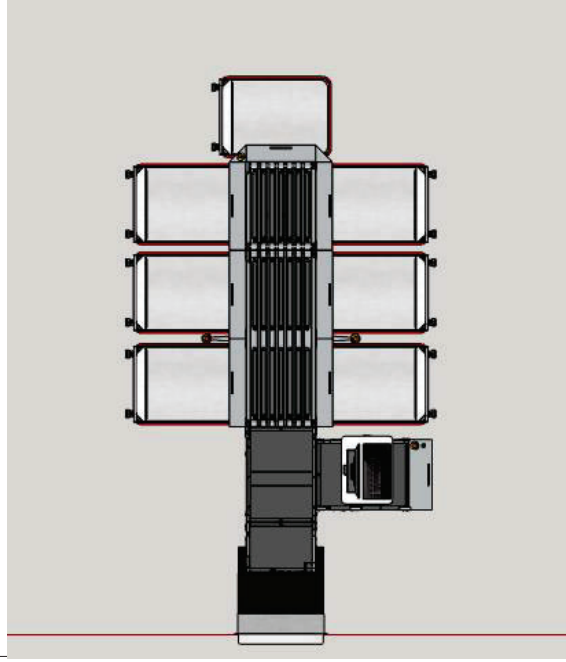
Traditional Purchase		Capital Surplus	
Procurement Friendly		Lowest Overall Cost	
Buyboard Compatible		Operational Cost Reduction	
Moderate Upfront Investment		Highest Upfront Investment	

FLEX AMH and Book Drop

Wolf Creek



INTELLIGENT INDUCTION – 7 BIN
SORTER



NEW w/ ANNUAL CONTRACT PURCHASE w/ PREPAID

Year	Traditional Purchase		Capital Surplus	
	Current M&S	New	Difference	New with Prepaid
2025	\$14,675.00	\$115,544.00	\$100,869.00	\$155,928.00
2026	\$15,375.00	\$10,096.00	-\$5,279.00	\$0.00
2027	\$16,108.38	\$10,600.80	-\$5,507.58	\$0.00
2028	\$16,876.75	\$11,130.84	-\$5,745.91	\$0.00
2029	\$17,681.78	\$11,687.38	-\$5,994.39	\$0.00
TOTALS	\$80,716.91	\$159,059.02	\$78,342.11	\$155,928.00

Traditional Purchase		Capital Surplus	
Procurement Friendly		Lowest Overall Cost	
Buyboard Compatible		Operational Cost Reduction	
Moderate Upfront Investment		Highest Upfront Investment	

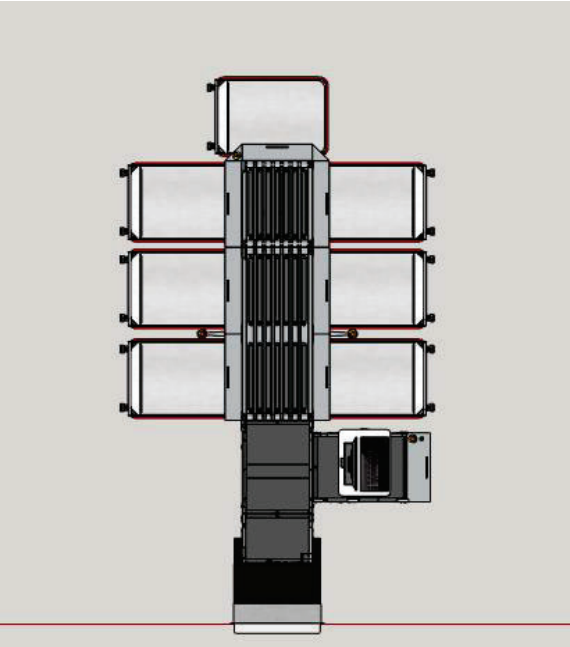
Service Credit	
Install Month	Estimated Amount
January	\$1,222.92
February	\$14,675.00
March	\$13,452.08
April	\$12,229.17
May	\$11,006.25
June	\$9,783.33
July	\$8,560.42
August	\$7,337.50
September	\$6,114.58
October	\$4,891.67
November	\$3,668.75
December	\$2,445.83

FLEX AMH and Book Drop

Alpharetta



INTELLIGENT INDUCTION – 7 BIN
SORTER



NEW w/ ANNUAL CONTRACT				PURCHASE w/ PREPAID		
Traditional Purchase				Capital Surplus		
Year	Current M&S	New	Difference	New with Prepaid	Difference	
2025	\$14,675.00	\$115,544.00	\$100,869.00	\$155,928.00	\$141,253.00	
2026	\$15,375.00	\$10,096.00	-\$5,279.00	\$0.00	-\$15,375.00	
2027	\$16,108.38	\$10,600.80	-\$5,507.58	\$0.00	-\$16,108.38	
2028	\$16,876.75	\$11,130.84	-\$5,745.91	\$0.00	-\$16,876.75	
2029	\$17,681.78	\$11,687.38	-\$5,994.39	\$0.00	-\$17,681.78	
TOTALS	\$80,716.91	\$159,059.02	\$78,342.11	\$155,928.00	\$75,211.09	

Traditional Purchase		Capital Surplus
Procurement Friendly		Lowest Overall Cost
Buyboard Compatible		Operational Cost Reduction
Moderate Upfront Investment		Highest Upfront Investment

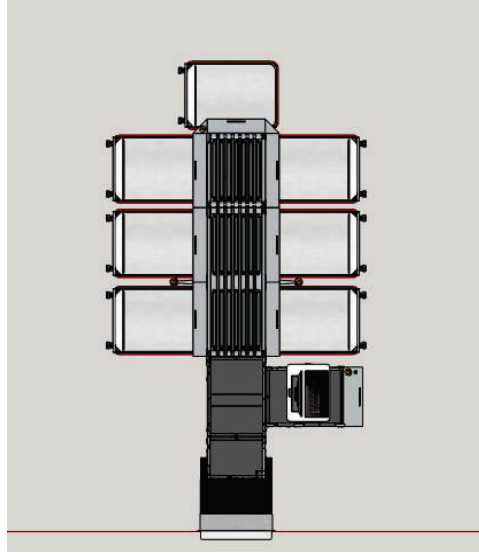
Service Credit	
Install Month	Estimated Amount
January	\$1,222.92
February	\$14,675.00
March	\$13,452.08
April	\$12,229.17
May	\$11,006.25
June	\$9,783.33
July	\$8,560.42
August	\$7,337.50
September	\$6,114.58
October	\$4,891.67
November	\$3,668.75
December	\$2,445.83

FLEX AMH and Book Drop

Summary



INTELLIGENT INDUCTION – 7 BIN SORTER



- 6 AMH smartsort 100 systems are EOL
- 6 Replacement FLEX AMH Systems
 - Intelligent Interface
 - Library Connect Compatible
 - Flex Visualizer
 - Current Product
- **4 Year Warranty past initial 1st Year** resulting in Operation savings of \$475,306.17

NEW w/ ANNUAL CONTRACT PURCHASE w/ PREPAID

Year	Traditional Purchase			Capital Surplus	
	Current M&S	New	Difference	New with Prepaid	Difference
2025	\$88,050.00	\$712,382.00	\$624,332.00	\$961,838.00	\$873,788.00
2026	\$92,452.50	\$62,364.00	-\$30,088.50	\$0.00	-\$92,452.50
2027	\$97,075.13	\$65,482.20	-\$31,592.93	\$0.00	-\$97,075.13
2028	\$101,928.88	\$68,756.31	-\$33,172.57	\$0.00	-\$101,928.88
2029	\$107,025.33	\$72,194.13	-\$34,831.20	\$0.00	-\$107,025.33
TOTALS	\$486,531.83	\$981,178.64	\$494,646.80	\$961,838.00	\$475,306.17

Traditional Purchase		Capital Surplus	
Procurement Friendly		Lowest Overall Cost	
Buyboard Compatible		Operational Cost Reduction	
Moderate Upfront Investment		Highest Upfront Investment	

Service Credit		Estimated Amount
Install Month		
January		\$7,337.50
February		\$88,050.00
March		\$80,712.50
April		\$73,375.00
May		\$66,037.50
June		\$58,700.00
July		\$51,362.50
August		\$44,025.00
September		\$36,687.50
October		\$29,350.00
November		\$22,012.50
December		\$14,675.00

	2025	2026	2027	2028	2029
	Cost	Maintenance	Maintenance	Maintenance	Maintenance
Metropolitan	125,103.00	10,990.00	11,539.50	12,116.48	12,722.30
Milton	125,103.00	10,990.00	11,539.50	12,116.48	12,722.30
Northwest	115,544.00	10,096.00	10,600.80	11,130.84	11,687.38
South Fulton	115,544.00	10,096.00	10,600.80	11,130.84	11,687.38
Wolf Creek	115,544.00	10,096.00	10,600.80	11,130.84	11,687.38
Alpharetta	115,544.00	10,096.00	10,600.80	11,130.84	11,687.38
	2025	2026	2027	2028	2029
	Total Cost	Maintenance	Maintenance	Maintenance	Maintenance
	714,407.00	64,390.00	67,509.20	70,784.32	74,223.12

Cost	Maintenance	Overall Cost
125,103.00	47,368.28	172,471.28
125,103.00	47,368.28	172,471.28
115,544.00	43,515.02	159,059.02
115,544.00	43,515.02	159,059.02
115,544.00	43,515.02	159,059.02
115,544.00	43,515.02	159,059.02
Total Cost	Total Maintenance	Overall Cost
712,382.00	268,796.64	981,178.64



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0384

Meeting Date: 6/18/2025

Department

Senior Services

Requested Action

Request approval to amend an existing contract, 21RFP000027A-CJC, Senior Transportation Services with Transdev Services, Inc., to initiate a six-month pilot program to allow its subcontractor, UZURV, to deploy three (3) vehicles with an appropriate fleet age to provide transportation services to seniors at no additional cost. Effective upon BOC approval. **(HELD ON 5/21/25 AND 6/4/25)**

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Department of Senior Services contracts with Transdev to provide transportation to seniors aged 60 and older. This contract amendment will enable the Department to test a potential solution to the aging fleet and mileage. This request is simply an addition to the scope of work. There will be no change in the compensation to the contract.

For additional background regarding the original compensation, the contract indicates that the County agrees to compensate the Contractor as follows:

YEAR	CONTRACT PERIOD	CONTRACT TERM	COST
Per Year 1	6/15/2022 - 12/31/2022	Initial Term	\$5,950,109.27
Per Year 2	1/1/2023 - 12/31/2023	First Renewal Term	\$6,386,735.47
Per Year 3	1/1/2024 - 12/31/2024	Second Renewal Term	\$6,780,913.83
Per Year 4	1/1/2025 - 12/31/2025	Third Renewal Term	\$7,186,827.03
Per Year 5	1/1/2026 - 12/31/2026	Fourth Renewal Term	\$7,625,171.58

Scope of Work: To provide senior transportation services. Under Transdev's Agreement with UZURV, initiate a six-month pilot program under the Transdev Agreement. UZURV will deploy 3 vehicles with an appropriate fleet age to provide transportation services to seniors.

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

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

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

Community Issues/Concerns: There are no issues/concerns

Department Issues/Concerns: There are no issues/concerns

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	22-0443	6/15/2022	\$6,287,324.68
1 st Renewal	22-0929	12/21/2022	\$6,386,735.47
2 nd Renewal	23-0909	12/20/2023	\$6,780,913.83
3 rd Renewal	24-0738	11/6/2024	\$7,186,827.03
Amendment No. 1	24-0781	11/20/2024	\$321,577.55

Amendment No. 2			\$0.00
Total Revised Amount			\$26,963,378.56

Exhibits Attached

Exhibit 1: Amendment No. 2 to Form of Contract

Contact Information

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

Contract Compliance Information

Contract Value: \$No Cost
Prime Vendor: Transdev Services, Inc.
Prime Status: Non-Minority
Location: Lombardi, IL
County: DuPage County
Prime Value: \$No Cost

Total Contract Value: \$No Cost
Total Certified Value: \$No Cost

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$6,287,324.68
Previous Adjustments: \$20,676,053.88
This Request: \$0.00
TOTAL: \$26,963,378.56

Key Contract Terms	
Start Date: 1/1	End Date: 12/31/2025
Cost Adjustm	Renewal/Extension Terms: One renewal opt

Overall Contractor Performance Rating:**Would you select/recommend this vendor again?**

Yes

Agenda Item No.: 25-0384

Meeting Date: 6/18/2025

Report Period Start:
7/1/2024

Report Period End:
9/30/2024

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: Transdev Services, Inc.

Contract No.: 21RFP000027A-CJC, Senior Transportation Services

Address: 720 E Butterfield Road, Suite 300

City, State: Chicago, IL 60148

Telephone: (630)-571-7070

E-mail: wc.pihl@transdev.com

Contact: W.C. Pihl
Senior Vice President, Business Development

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Transdev Services Inc, to provide Senior Transportation Services, dated July 1, 2022 on behalf of the Department of Senior Services; and

WHEREAS, Amendment No. 1 was approved on November 20, 2024 (BOC Item 24-0781); and

WHEREAS, the County wishes to amend the existing contract to initiate a six-month pilot program under the Transdev Master Agreement and allow the subcontractor, UZURV, to deploy 3 vehicles with an appropriate fleet age to provide transportation services to seniors.

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

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

This Amendment No. 2 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and Transdev Services, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide senior transportation services. Under Transdev's Master Agreement with UZURV, initiate a six-

month pilot under the Transdev Master Agreement. UZURV will deploy 3 vehicles with an appropriate fleet age to provide transportation services to seniors.

2. **COMPENSATION:** No additional cost and no change in compensation.
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:

FULTON COUNTY, GEORGIA

CONSULTANT:

TRANSDEV SERVICES, INC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

W.C. Pihl
Senior Vice President Business
Development

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

Ladisa Onyiliogwu, Director
Department of Senior Services

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0479

Meeting Date: 6/18/2025

Department

Senior Services

Requested Action

Request approval for Fulton County Finance Department to enter into a contract with X/S Group, Inc. to provide liability, accident and excess automobile liability insurance coverage for senior AmeriCorps volunteers and authorize the Finance Director to pay related costs of \$533.59 to acquire the X/S Group, Inc. coverage. Effective upon BOC approval.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background

The Department recommends approval. Senior Services was awarded AmeriCorps Senior Companion Program continuation grant funding in 2024 for \$301k annum for three years. Thirty-four (34) senior volunteers will address social isolation by providing social support and companionship to 100 seniors throughout Fulton County. AmeriCorps requires its grantees to provide three insurance coverages for volunteers: personal liability, accident, and excess automobile insurance.

Scope of Work: The Fulton County Risk Manager identified an alternate provider of all three required AmeriCorps insurances through CIMA, which was significantly lower in costs than the broker-identified carrier.

CIMA is now X/S Group, Inc. Risk Management is obligated per their contract with their current broker to use only that broker's insurance products. The Department of Senior Services requests approval for Risk Management to enter into a contract with X/S Group, Inc. to broker insurance for AmeriCorps senior volunteers.

Community Impact: Senior volunteers are required to receive coverage to participate in the AmeriCorps Senior Companion Program.

Department Recommendation: The Department of Senior Services recommends approval.

Project Implications: Approval enables the Department of Senior Services to provide required coverage for senior volunteers.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

100-183-1830-1243



Fulton County

File Summary

File Number	Title	Current Status
TMP-6270	CM Action Item - Health and Human Services Request approval for Fulton County Finance Department to enter into a contract with X/S Group - Acrisure to provide liability, accident and excess automobile liability insurance coverage for senior AmeriCorps volunteers and authorize the Finance Director to pay related costs of \$4000.00 to acquire the X/S Group - Acrisure coverage. Effective upon BOC approval. Introduced: 5/23/2025 Meeting Date: 6/18/2025 Department: Senior Services Drafter: Kweli.Henry@fultoncountyga.gov	Draft Controlling Body: Board of Commissioners

Volunteers Insurance Renewal – 2024
Traditional & AmeriCorps Seniors

Thank you for the valuable service your organization and your Volunteers provide to your communities. Your continued participation in the Volunteers Insurance Service (VIS) program is greatly appreciated. A few notes for your renewal:

1. For the 2024 renewal, we are pleased to announce there are **no rate increases**.
2. As previously communicated, CIMA is now Acrisure. The Volunteer policies will remain under the CIMA name until such time as the transition to Acrisure is complete. Your Volunteer policies remain unchanged.

Your volunteer insurance renews on July 1, 2024. Enclosed please find your renewal invoice and disclosures.

- **To keep the same coverage** – Please remit payment (& required disclosure documents for states noted below) no later than **July 1, 2024** to maintain continuous coverage. Payment received after July 1, 2024 may result in lapse in coverage. **Please refer to the Payment Options sheet for remittance options.**

Are you located in one of the following states: AR, CT, KS, MA, MD, NC, ND, NJ, NY, OH, WV, WY? – If so, and you have Volunteer Liability and/or Excess Auto Liability coverage, you must also refer to the affidavit disclosure instructions included.

- **To add or change coverage type** – Email or call us with your requested change(s) and your CLIENT CODE. We will then email a revised invoice. We offer Volunteer Accident (medical), Volunteer Liability and Volunteer Excess Auto Liability coverage. If you need information on the coverages, please let us know.
- **To change the number of volunteers covered** – Email or call us with your revised volunteer counts and your CLIENT CODE. We will then email a revised invoice.
- **To change contact information** – Please review the invoice and make changes, as necessary. Email or fax us with any updated contact information. Documents will be emailed to the primary contact on file.
- **PAYMENT OPTIONS (Payment should be remitted to CIMA):**
 1. Electronic / VCheck – Instructions are on the enclosed Payment Options sheet.
 2. Credit Card / ACH / PayPal – Instructions are on the enclosed Payment Options sheet.
 3. Mail – Mail your check, along with a copy of your invoice to the address at the bottom of this page. Your CLIENT CODE must be on the check.

So that we may best assist you, and to avoid delays in processing, please include your CLIENT CODE on all forms of payment and communication.

We greatly appreciate your continued participation in the Volunteer insurance services program. If we can be of assistance, please reach out.

Thank you,

Your Service Team:

Jennifer Yarnell, Account Executive
jyarnell@acrisure.com
California License #4266609
Agency CA License #OB01377

Toll free: 800.222.8920
Direct dial: 703.778.7306, Ext. 7306
volunteers@cimaworld.com

HEADQUARTERS AND MAILING ADDRESS:

CIMA
2750 Killarney Drive, Suite 202
Woodbridge, VA 22192-4124
Phone: 703.739.9300; 800.222.8920; Fax: 703.739.0761
volunteers@cimaworld.com www.cimaworld.com



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0480

Meeting Date: 6/18/2025

Department

Public Works

Requested Action

Request approval to increase the spending authority - Department of Public Works, 23ITBC100523A-KM, Water Meters in an amount not to exceed \$111,333.50 with Delta Municipal Supply Company (Braselton, GA) to provide water meters. 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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: The Department of Public Works is requesting an increase in spending authority with Delta Municipal Supply Company (Braselton, GA) from \$379,567.34 to \$490,900.84 for this fiscal year to allow for the purchase of a maximum of two hundred additional 5/8" x 3/4" and one hundred fifty additional 3/4" x 3/4" ultrasonic water meters to keep in inventory for future developments and malfunction meters changeouts for the remaining of year 2025 until the County fully transitions to advanced meter infrastructure ("AMI") technology that is currently out for bid.

Community Impact: Failure to procure/maintain these items in stock can negatively impact the Water Services Division's ability to install water meters in a timely manner. If the meters are not procured efficiently, negative constituent or client health and billing issues can result.

Department Recommendation: The Department of Public Works recommends approval of the increase in spending authority request.

Project Implications: The efficient procurement of water meters is necessary to ensure accurate billing of water consumption for all water system customers.

Community Issues/Concerns: No issues/concerns have been raised by constituents or clients regarding this agenda item.

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

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0956	12/20/2023	1,500,000.00
1st Renewal	24-0732	11/06/2024	\$300,000.00
Amendment #1	25-0356	05/07/2025	\$79,567.34
Amendment #2			\$111,333.50
Total Revised Amount			\$1,990,900.84

Contract & Compliance Information

Contract Value: \$111,333.50
Prime Vendor: Delta Municipal Supply Co.
Prime Status: Non-Minority
Location: Braselton, GA
County: Braselton County
Prime Value: \$111,333.50 or 100.00%

Subcontractor: None

Total Contract Value: \$111,333.50 or 100.00%
Total Certified Value: \$0.00

Exhibits Attached

Exhibit 1: Amendment No. 2 to Form of Contract

Exhibit 2: Performance Evaluation

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

Adriana Bustillos, Deputy Director Water Distribution, 404-612-7407

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,500,000.00
Previous Adjustments: \$379,567.34.00
This Request: \$111,333.50
TOTAL: \$1,990,900.84

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

203-540-5400-W046: Water & Sewer Capital Funding, Public Works, Additional Water Meters - \$111,333.50.

Key Contract Terms	
Start Date: BOC Approval	End Date: 12/31/2025
Cost Adjustment: NA	Renewal/Extension Terms: 1 Renewal Remain

Overall Contractor Performance Rating: 88
Would you select/recommend this vendor again?
Yes

Agenda Item No.: 25-0480

Meeting Date: 6/18/2025

Report Period Start:
11/1/2024

Report Period End:
1/31/2025

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: Delta Municipal Supply Company

Contract No.: 23ITBC100523A-KM, Water Meters

Address: PO Box 464412
City, State Lawrenceville, GA 30042-4412

Telephone:

Email: mtruelove@deltamunicipal.com

Contact: Michael Trulove
General Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Delta Municipal Supply Company, to provide water meters, dated 20th day of December 2023, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority in order to purchase additional water meters; 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 _____ and _____.

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

This Amendment No. 2 to Form of Contract is effective upon BOC approval through the 31st day of December 2025, between the County and Delta Municipal Supply Company., who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To purchase a maximum of two hundred additional 5/8"x3/4" and one hundred fifty additional 3/4" x 3/4" ultrasonic water meters to keep in inventory for future developments and malfunction meters changeouts for the remainder of 2025 until the County fully transitions to the AMI technology.
2. **COMPENSATION:** The services described under Scope of Work herein shall be

performed by Contractor in a total amount for this year of the Contract not to exceed \$111,333.50 (One Hundred Eleven Thousand Three Hundred Thirty Three Dollars and Fifty Cents).

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:

FULTON COUNTY, GEORGIA

CONTRACTOR:

**DELTA MUNICIPAL SUPPLY
COMPANY**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Michael Truelove,
General Manager

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

David Clark, Director
Public Works Department

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E3
Project	Water Meters
Project Number	23ITBC100523A-KM
Supplier	Delta Municipal Supply Compant
Supplier Project Contact	Micheal Truelove (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	11/01/2024 to 01/31/2025
Effective Date	02/06/2025
Evaluation Type	Formal
Interview Date	02/06/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	02/06/2025 04:09 PM EST
Completion Date	02/06/2025 04:09 PM EST
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

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

Comments

Not Specified

TIMELINESS OF PERFORMANCE

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

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.: 25-0481

Meeting Date: 6/18/2025

Department

Public Works

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

Request approval of an Intergovernmental Agreement (IGA) between Fulton County, Georgia and the City of Chattahoochee Hills for sanitary services of up to 0.5 MGD of the reserve capacity at the Camp Creek Water Reclamation Facility (WRF). Effective upon approval by the BOC.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

With the exception of the Crossroads subdivision off Wilkerson Mill Road, Fulton County currently does not serve the residents of Chattahoochee Hills with sanitary sewer service. The South Fulton Wastewater Capacity Study, approved by the BOC in February 2021, identified the need to start serving these residents before 2030. With the completion of the Atlanta Newnan pump station in

October 2024, Fulton County is now ready to start receiving wastewater flow for treatment at the Camp Creek facility from Chattahoochee Hills, and specifically from the Serenbe area.

Over the past year, Public Works staff have been meeting with Chattahoochee Hills and have agreed that a reserve capacity at the Camp Creek WRF in the amount of 0.5 MGD would be required to accommodate the expected growth within the City of Chattahoochee Hills over the next decade. This request, which was initiated by the City of Chattahoochee Hills, is consistent with the growth expectations and required sanitary sewer levels of service outlined within the South Fulton Wastewater Capacity Study. The proposed IGA is the culmination of work and communication between the parties. Both parties recognize the future need to revisit this IGA when the Camp Creek WRF expansion and upgrades are scheduled.

Scope of Work:

This IGA formalizes the relationship between the City of Chattahoochee Hills and Fulton County as it relates to sanitary sewer services provided by the County to support the City. The agreement covers three (3) main areas:

(1) establishes up to 0.5 MGD of reserve capacity at the Camp Creek WRF for the City of Chattahoochee Hills and identifies how both parties will account for wastewater flow increases from Chattahoochee Hills; and (2) outlines the responsibilities for each of the parties as it pertains to the sanitary sewer service area within Chattahoochee Hills; and (3) outlines the financial implications based on how the City develops due to future expected growth.

Community Impact: This agreement outlines the responsibilities that City of Chattahoochee Hills and Fulton County have as it relates to sanitary sewer services within the municipal boundaries. This IGA would provide the reserve capacity at the Camp Creek WRF necessary to support growth and the future needs of that community.

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

Project Implications: An intergovernmental agreement is necessary to outline how the two entities will safely collect, transport, and treat the wastewater originating within the City of Chattahoochee Hills.

Community Issues/Concerns: This Intergovernmental Agreement (IGA) establishes the framework for collaboration between Fulton County and the City of Chattahoochee Hills to provide sanitary sewer services to support the City's ongoing growth and development.

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

Fiscal Impact / Funding Source**Funding Line 1:**

N/A

**CITY OF CHATTAHOOCHEE HILLS and FULTON COUNTY
WASTEWATER SERVICES AGREEMENT for CAMP CREEK WATER
RECLAMATION FACILITY**

This **WASTEWATER SERVICES AGREEMENT** (the “**Agreement**”), entered into on the Date of Execution, by and between the **City of Chattahoochee Hills**, a municipal corporation in the State of Georgia acting by and through its mayor and council, hereinafter referred to as “**Chattahoochee Hills**” and **Fulton County**, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as “**Fulton**”.

WITNESSETH

WHEREAS, each of the parties hereto is a governmental entity of the State of Georgia and has the legal authority and obligation to organize, maintain, and operate systems of sewerage in its respective jurisdictions to serve its citizens; and

WHEREAS, Fulton owns and operates the Camp Creek Water Reclamation Facility, ("Camp Creek WRF"); and

WHEREAS, the Georgia Department of Natural Resources, Environmental Protection Division (“EPD”) has mandated that watershed assessment and planning be conducted to support environmental regulatory action on wastewater discharges; and

WHEREAS, both parties agree that it is in their mutual interests to work cooperatively on wastewater management and watershed management in the Camp Creek service area and agree that the environmental management of the common watershed can be enhanced through regional cooperation; and

WHEREAS, Chattahoochee Hills has expressed the desire to have Fulton County treat 0.5 MGD of wastewater generated by the City of Chattahoochee Hills; and

WHEREAS, the terms of this Agreement are intended to address the immediate needs of the parties related to wastewater management; and

WHEREAS, the parties wish to set terms and conditions and provide procedures for the current and future use of Camp Creek WRF and future capital improvements to the System, as defined below, and to agree upon methods of determining and sharing current and future costs of capital improvements and the operation and maintenance of the Sewerage System, as defined in this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do agree as follows:

ARTICLE I DEFINITIONS

In the construction of this Agreement, the following terms shall have the following meanings and shall be construed as required by the following provisions, unless inconsistent with the manifest intent of the text:

1.1 APPLICABLE INTEREST RATE. The rate of one percent per month.

1.2 BUSINESS DAY. Each day excluding each Saturday, Sunday, and state or federal holiday on which banks in the State of Georgia are authorized to close for purposes of customary banking services.

1.3 CAPITAL IMPROVEMENTS. Those additions, replacements, or improvements to the Sewerage System, which, under generally accepted accounting principles or practices, are considered capital in nature, and which are made for the purpose of improving the System or expanding the capacity of the System.

1.4 COLLECTION SYSTEM. A component of the System, as defined in this Agreement, consisting of the sewer lines, storage, pump stations, and force mains which transport flows to a treatment facility or its influent pumping station.

1.5 DATE OF EXECUTION. The date on which the last party to this Agreement executes this Agreement.

1.6 DESIGN CAPACITY. Flow capacity in million gallons per day (MGD) as described in the most recent design study, or any revision thereto, undertaken by the permit holder of said facility, which must be certified by an engineer licensed to practice in the State of Georgia, expressed as average daily flow, maximum monthly [average daily] flow, and peak wet weather flow; provided, however, as to any facility for which a permit from a regulatory body as to its maximum flow capacity is required, the "Design Capacity" of any such facility shall not exceed such maximum permitted flow capacity.

1.7 DIRECTOR OF PUBLIC WORKS. The Director of Public Works of Fulton, or whoever shall in the future perform those functions relative to this Agreement.

1.8 GOVERNING AUTHORITY. As applicable, the Mayor and Council for Chattahoochee Hills or the Board of Commissioners of Fulton or any replacement governmental body vested with the power to govern in the respective jurisdiction under the laws of the State of Georgia.

1.9 MAYOR. The Mayor of Chattahoochee Hills, or his or her designee, shall in the future perform those functions relative to this Agreement.

1.10 NPDES PERMIT. National Pollution Discharge Elimination System Permit.

1.11 PROJECT. Any project consisting of capital improvements to the System undertaken pursuant to this Agreement.

1.12 PROJECT COSTS. Any and all costs and expenses of Project, including, without limitation, the costs of planning, design, engineering, architectural, and construction of the Project, the costs of plan and specifications, the costs necessary or incident to determining the feasibility or practicality of the Project, the costs of acquiring or condemning all lands, properties, rights, and easements required for the Project, the costs of all buildings, machinery, and equipment included in the Project, the costs of insurance, financing charges and interest as applicable, the costs of compliance with environmental regulations and environmental protection, the costs of re-rating any facility, the costs of project construction management and construction engineering, administrative costs, legal fees and expenses, and such other costs as may be necessary or incidental to the construction and equipping of the Project, hereinafter "Project Costs," and the placing of the Project in operations; provided, however, Project Costs shall not include any operating cost (as accepted by industry standard), any repair or routine maintenance cost, or any cost stemming from a claim, fine, or penalty resulting from the negligent or intentional act or omission of Fulton or such party's agent.

1.13 RATES. Rates shall be established on the basis of the utility industry standard cost of service study prepared by or on behalf of Fulton. Such study shall serve to establish the rates of at least the following four rate categories: (1) retail rates billed to the residential/commercial customers, (2) wholesale, inclusive of a capital component and operations and maintenance component based on no contribution to the System ["Capital/O&M"]; (3) wholesale, without a capital component and with operations and maintenance based on a capital contribution to the System ["O&M"]; and (4) wholesale, inclusive of a capital component that is amortized over a set period of time which is established under a separate written agreement between Fulton and

Chattahoochee Hills. Whenever Fulton deems it necessary to revise its rates, Fulton shall notify Chattahoochee Hills in writing of the pending rate increase not less than thirty (30) days prior to submittal of such revised rates to Fulton's Governing Authority for approval. Upon approval of such rates, Fulton shall notify Chattahoochee Hills in writing by the first to occur: (a) thirty (30) days after such approval by the respective Governing Authority; or (b) at least thirty (30) days prior to the effective date of such rates, which notice shall state each rate and the effective date thereof. Nothing herein is intended to be construed as affecting Fulton's sole authority to revise its rates. All documentation used in the cost of service studies shall be provided by Fulton to Chattahoochee Hills within ten (10) Business Days of the date upon which Fulton's Governing Authority revises its rates.

1.14 RESERVED CAPACITY. The quantity of flow expressed million gallons per day (MGD) or thousand gallons per day allocated for use by Chattahoochee Hills of Camp Creek, as set forth in Section 5.1.2

1.15 REQUIRED FINANCIAL CONTRIBUTION. The dollar amount payable by Chattahoochee Hills with respect to the Project equal to (a) the sum of the Total Project Cost for the Project minus the total amount of all state and federal funds used toward the Project, multiplied by (b) Chattahoochee Hills's Required Financial Contribution Percent.

1.16 REQUIRED FINANCIAL CONTRIBUTION PERCENT. The applicable percent specified in Section 2.1 or in an amendment to this Agreement for the applicable Project, or if no percent is so specified for any future capital improvement to Camp Creek, the percent which such Reserved Capacity (following such capital improvement) is to the Design Capacity of Camp Creek (following such capital improvement).

1.17 SEWERAGE SYSTEM, SEWER SYSTEM, OR SYSTEM. The physical system of sewers, pumping stations, force mains, and storage and treatment facilities by which Chattahoochee Hills and Fulton collect, convey, treat, and discharge wastewater within the Camp Creek service area.

1.18 TOTAL PROJECT COST. The aggregate dollar amount of all Project Costs of a Project undertaken pursuant to this Agreement.

1.19 UNALLOCATED RESERVED CAPACITY. Capacity which is unused and unallocated for use by any entity at Camp Creek and held in reserve to be allocated by Fulton, expressed in million gallons per day (MGD) or thousand gallons per day.

ARTICLE 2

FINANCIAL CONTRIBUTION BY CHATTAHOOCHEE HILLS

2.1 **CHATTAHOOCHEE HILLS'S REQUIRED FINANCIAL CONTRIBUTION PERCENT FOR CAMP CREEK WRF.** Chattahoochee Hills's total Required Financial Contribution for Camp Creek Improvements shall be 2.08% of Camp Creek WRF's current capacity as determined in Section 5.1.2. Changes to the capacity of Camp Creek WRF will be handled as described in Section 5.1.3. Election of how Chattahoochee Hills will pay the Required Financial Contribution will be described in Section 3.3.

2.2 **METHOD OF PAYMENT BY CHATTAHOOCHEE HILLS FOR ITS REQUIRED FINANCIAL CONTRIBUTION FOR THE CAMP CREEK UPGRADE.** The parties agree that Chattahoochee Hills's Required Financial Contribution for the Camp Creek Upgrade is equal to (a) the sum of the applicable Total Project Cost of the Camp Creek Upgrade minus the total of all state and federal funds received or to be received for the Camp Creek Upgrade (b) multiplied by the respective Required Financial Contribution Percent set forth in section 2.1

The parties agree that the Total Project Cost for the Camp Creek Upgrade was \$101,985,650.04 and that Chattahoochee Hills's Required Contribution as of the date of execution of this Agreement is set by the tranches below, with a minimum Required Contribution of \$424,940.21 and a maximum Required Contribution of \$2,121,301.52.

Chattahoochee Hills shall have the option to pay the Required Financial Contribution in increments or tranches based on the projected daily usage of the area to be connected to the Sewer System. Required Financial Contribution tranches are limited to 0.1 MGD, 0.25 MGD, and 0.5 MGD:

Projected Daily Usage Tranche	Required Financial Contribution	Total Financial Contribution
0.1 MGD	\$424,940.21	\$424,940.21
0.25 MGD	\$637,410.31	\$1,062,350.52
0.5 MGD	\$1,058,951.00	\$2,121,301.52

When the average daily flow received from Chattahoochee Hills to Camp Creek based on a sixty (60) day reporting period reaches 80% of the current Project Daily Usage Tranche, Chattahoochee Hills shall pay the next Required Financial Contribution until the final 0.5 MGD

Tranche has been paid. Flows in excess of the final Projected Daily Usage Tranche of 0.5 MGD are covered under Article 5.8.

Chattahoochee Hills shall make payment to Fulton in the amount of its Required Financial Contribution for the Total Project Cost for the Camp Creek Upgrade within ninety (90) days after the Effective Date of this Agreement. Such payment qualifies Chattahoochee Hills for a wholesale rate without a capital component and with operations and maintenance based on a capital contribution to the System pursuant to Article 1.13(3).

ARTICLE 3.

FUTURE CAPITAL IMPROVEMENTS OF FULTON

3.1 **DETERMINATION TO MAKE FUTURE CAPITAL IMPROVEMENTS.** Fulton may make necessary Capital Improvements to the Sewerage System from time to time, subject to approval by appropriate state or federal regulatory agencies, if excessive water loads or flows are impairing the efficient operation of the System, if additional capacity is required, if such improvements are necessary to comply with the regulations or requirements of agencies of the State of Georgia, and/or agencies of the federal government, or if improved processes are available and the additions of said processes are necessary or desirable to provide operations which are more efficient and economical. Chattahoochee Hills agrees that the determination to make capital improvements for any one or more of the reasons aforementioned shall be made by Fulton. For the purpose of long-range planning, the parties, acting by and through the Mayor of Chattahoochee Hills and the Fulton Director of Public Works, shall meet at least annually or more frequently as deemed necessary to determine whether additional capacity is necessary, desirable, or appropriate for any facility which is part of the Sewerage System. The parties agree that any such meeting will be held within thirty (30) days of a written request therefor from either party.

3.2 **NOTICE AND METHOD OF PAYMENT.** Upon the determination that Capital Improvements to the Sewerage System are necessary, desirable, or appropriate pursuant to Section 3.1, Fulton shall provide written notice to Chattahoochee Hills of such determination, which notice shall include Fulton's current estimate of the Total Project Cost of the Project and its calculation of the Required Financial Contribution from Chattahoochee Hills for such Project. Chattahoochee Hills shall respond in writing acknowledging such notice within thirty (30) days after the date such notice is received.

3.3 PAYMENT. Payment by Chattahoochee Hills will be made under the provisions of Section 3.3.1 or 3.3.2, below, at the election of Chattahoochee Hills. Chattahoochee Hills election must be given to Fulton within fifteen (15) Business Days from its receipt of the notice from Fulton required under Section 3.2.

3.3.1 Election Number One. The date of payment by Chattahoochee Hills of the full Required Financial Contribution to Fulton will depend on when Chattahoochee Hills receives written notice from Fulton. If Chattahoochee Hills receives written notice within sixty (60) days of the commencement of Chattahoochee Hills's next fiscal year, Chattahoochee Hills shall pay the full Required Financial Contribution within ninety (90) days of the beginning of the upcoming fiscal year. If Chattahoochee Hills did not receive the above-described notice at least sixty (60) days prior to the beginning of Chattahoochee Hill's next fiscal year, Chattahoochee Hills shall pay the full Required Financial Contribution within ninety (90) days following the beginning of Chattahoochee Hills's next succeeding fiscal year. Upon completion of the Project, adjustments to the estimated Total Project Cost shall be made in accordance with Sections 4.2 and 4.3.

Chattahoochee Hills shall pay its financial obligations under this Agreement in accordance with the provisions of this Agreement, whether or not a Project, or any part thereof, has been completed, is operating or operable, or its output is suspended, interrupted, interfered with, reduced or curtailed, or terminate in whole or in part, and such payments shall not be subject to reduction by offset and shall not be conditional upon the performance or non-performance by Fulton of any other agreement or any other condition whatever.

If Chattahoochee Hills makes this election, its rates shall be based on those defined in Section 1.13(3), wholesale, without a capital component and with operations and maintenance based on a capital contribution to the System.

3.3.2 Election Number Two. Chattahoochee Hills may elect not to pay a lump sum capital contribution and instead elect to pay the capital contribution over time. If Chattahoochee Hills makes this election, its rates shall be based on those defined in Section 1.13(2) wholesale, inclusive of a capital component and operations and maintenance component based on no contribution to the System. The difference between the rate 1.13(2) and 1.13(3) will be applied to the balance of the Required Financial Contribution until Chattahoochee Hills entire financial obligation has been met.

Chattahoochee Hills may elect to forgo the schedule determined by the set rate 1.13(2) and instead work with Fulton to set a wholesale rate, inclusive of a capital component, that is amortized over a set period of time, as described by rate 1.13(4). Such an election cannot move forward unless a separate written agreement is established between Fulton and Chattahoochee Hills. Any lump sum payments made in addition to the payments applied from the difference in rates 1.13(2) or 1.13(4) and 1.13(3) shall be accompanied by written notice to Fulton. Once the financial obligation has been met, Chattahoochee Hills may elect to return to the conditions set forth in Sections 3.3.1.

ARTICLE 4.

PAYMENTS AND OWNERSHIP

4.1 **FAILURE TO RESPOND.** In the event Chattahoochee Hills fails to comply with Articles and 2 and 3 of this Agreement, such failure shall be deemed a material breach of this Agreement and all remedies set forth in this Agreement, including the provisions of Section 4.3, related to interest, shall be available to Fulton.

4.2 **ADJUSTMENTS OF PAYMENTS.** Chattahoochee Hills and Fulton agree that the calculation for the Total Project Cost for future Capital Improvements and Chattahoochee Hills's Required Financial Contribution with respect thereto are estimate, and that circumstances may arise that cause a change to such estimates. After (a) Fulton initiates any capital improvement pursuant to this Agreement and has certified that construction of the Project has been completed in accordance with approved plans and specifications, (b) final payment of all federal or state grant money due Fulton, if any, has been received, (c) final payment to the construction contractor(s) and resolution of any appropriate construction claims (excluding claims stemming from a negligent or intentional act or omission of Fulton) has occurred, and (d) Fulton has determined the final Total Project Cost of the Project, then the mathematical adjustment of the total Required Financial Contribution payable by Chattahoochee Hills shall be made. If Chattahoochee Hills is making payment pursuant to Section 3.3.1 (Election Number One), Chattahoochee Hills shall pay such additional Required Financial Contribution within ninety (90) days of the beginning of Chattahoochee Hills's fiscal year if Chattahoochee Hills receives such billing at least sixty (60) days prior to the beginning of that fiscal year. If Chattahoochee Hills does not receive such billing at least sixty (60) days prior to the beginning of Chattahoochee Hills's fiscal year, Chattahoochee Hills shall pay the additional Required Financial Contribution within ninety (90) days following

the beginning of Chattahoochee's next succeeding fiscal year. If Chattahoochee Hills is making payment pursuant to Section 3.3.2 (Election Number Two), then the rates will be adjusted as mandated by the revised mathematical adjustment.

4.3 FAILURE TO PAY WHEN DUE. In the event of any failure to pay when due any amount due under this Agreement, interest shall automatically accrue on such delinquent amount in accordance with Articles 1.1 and 8.2, from the date such payment is due until full payment of such delinquent amount and accrued interest thereon is made.

4.4 OWNERSHIP OF SYSTEM. Chattahoochee Hills agrees that the payment of its Required Financial Contribution as described in Sections 2.1 and 2.2 and payment of the rates assessed for its flow through the Sewer System to Camp Creek constitutes consideration paid for Chattahoochee Hills's contractual right to use the sewer system and Camp Creek in the amount of its Reserved Capacity therein, and does not constitute consideration paid for any ownership right, ownership interest, indicia of ownership or other property right in Camp Creek. Chattahoochee Hills's use of the Sewer System and Camp Creek in the amount of its Reserved Capacity specified herein shall not constitute any transfer of any ownership rights, ownership interests or other property rights in Camp Creek.

ARTICLE 5

USE OF FACILITIES

5.1 CHATTAHOOCHEE HILLS'S RIGHT TO USE OF CAMP CREEK.

5.1.1 EXISTING FACILITY. Subject to Article 2 and payment of the Required Financial Contribution described in Section 2.2, Chattahoochee Hills's Reserved Capacity in Camp Creek shall be 0.5 MGD with respect to the current capacity of Camp Creek, rated at 24 MGD.

5.1.2 RESERVED CAPACITY. Chattahoochee Hill's payment of its Required Financial Contribution pursuant to Articles 3 and 4 hereof, and Chattahoochee Hills's timely payment of applicable treatment rates for its use of Camp Creek pursuant to this Agreement will entitle Chattahoochee Hills to discharge in the future no more than the following respective Reserved Capacity of flow to Camp Creek:

	Design Capacity (MGD)	Chattahoochee Hills's Reserved Capacity (Percent)	Chattahoochee Hills's Reserved Capacity (MGD)

Maximum Month Daily Flow	24	2.08%	0.5
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5.1.3 RE-RATING OF RESERVED CAPACITY. [RESERVED]

5.2 DETERMINATION AND PAYMENT OF APPLICABLE RATES. Chattahoochee Hills agrees to pay for its flow usage at an established rate that reflects the cost of service being provided as established and revised from time to time in accordance with Article 1.13. The rate for flows within the Reserved Capacity shall be at rate described in Article 1.13(3) (wholesale rate without a capital component) or the rate described at Article 1.13(2) (wholesale rate inclusive of a capital component), depending on the election of payment made by Chattahoochee Hills, as described in Article 3.3. Payments shall be due within ninety (90) days of receipt of such billing.

5.2.1 DETERMINATION OF APPLICABLE RATES IF RESERVED CAPACITY IS EXCEEDED. When the elected rate is made pursuant to Article 1.13(3), rate for flows exceeding the Reserved Capacity shall be at rate described in Article 1.13(2). When the elected rate is made pursuant to Article 1.13(2), the rate for flow exceeding the Reserved Capacity shall be billed at a 35% surcharge of rate described in Article 1.13(2).

5.3 IMMEDIATE SEWER SERVICE AREA. Chattahoochee Hills and Fulton County have agreed to immediately serve the Serenbe Town Association and surrounding area, described in the attached Exhibit A, via the Atlanta-Newnan Pump Station. The flow will be received at the Atlanta-Newnan Pump Station, which is owned and operated by Fulton and is the sole responsibility of Fulton. Generally, providing service to new developments within the Immediate Sewer Service Area will be the responsibility of Chattahoochee Hills, either as direct provider or as a wholesale customer, and any additional flow received will be considered part of the Reserved Capacity in described in Article 5.1.2. The flow will be measured via meter and billed to Chattahoochee Hills in accordance with this Article 5. Exceptions to this arrangement within the Immediate Sewer Service Area must be presented in writing to Fulton County, and such exceptions must be agreed to by Fulton County. Known areas of exemption at the time of this agreement are indicated in Exhibit A.

5.4 FUTURE SEWER SERVICE AREA. Changes to sewer service within the city limits of Chattahoochee Hills can be made only by amendment to this Agreement. Options for future sewer service within the city limits of Chattahoochee Hills are limited to those outlined below.

5.4.1 OPTION ONE – FULTON AS DIRECT PROVIDER. If this option is chosen, Fulton will be the direct provider of sewer service outside of the Immediate Sewer Service Area. Fulton will be responsible for permitting, inspecting, operating, and maintaining the Collection System, as well as for billing customers. Such connections will not be included within the 0.5 MGD Reserved Capacity belonging to Chattahoochee Hills.

5.4.2 OPTION TWO – CHATTAHOOCHEE HILLS AS DIRECT PROVIDER. If this option is chosen, Chattahoochee Hills will be the direct provider of sewer service outside of the Immediate Sewer Service Area. Chattahoochee Hills will be responsible for permitting, inspecting, operating the Collection System, as well as billing customers. Such connections will be included within the 0.5 MGD Reserved Capacity belonging to Chattahoochee Hills and shall be subject to all the relevant terms of this Agreement.

5.4.3 OPTION THREE – CHATTAHOOCHEE HILLS AS WHOLESALE CUSTOMER. If this option is chosen, Chattahoochee Hills will be billed at the wholesale rate at a metered connection to the Fulton Sewerage System. Chattahoochee Hills may enter into a separate agreement with a private entity to supply sewer services. Such connections will be included within the 0.5 MGD Reserved Capacity belonging to Chattahoochee Hills and shall be subject to all the relevant terms of this Agreement.

5.5 DETERMINATION OF FLOWS. The basis for billing shall be metered flow volumes wherever possible. Meters shall be calibrated no less often than quarterly, and appropriate calibration records shall be retained. Chattahoochee Hills shall have the opportunity to observe the calibration process, test the calibration equipment and review the calibration records of Fulton upon written request. Any meter tested and found to be accurate within ten percent shall be considered accurate for billing purposes. The cost of monitoring the flows and of any quarterly calibration services shall be borne equally by the parties, with Chattahoochee Hills's share of any such costs being due and payable to Fulton County within ninety (90) days from Chattahoochee Hills's receipt of an invoice from the County. If payment is not remitted by the due date, Chattahoochee Hill agrees to pay Fulton (in addition to Chattahoochee Hills's share of the calibration costs) a late charge equal to five percent (5%) of Chattahoochee Hills's share of the calibration costs. Where metering stations are not feasible or a dispute arises with respect to the accuracy or appropriateness of metering results, Chattahoochee Hills's Mayor and Fulton's

Director of Public Works will attempt to resolve the dispute in good faith, in the first instance, before seeking other options that may be available to the parties.

5.6 PROVISION OF DATA. Both parties agree to provide flow data, or, if flow is not metered, water consumption within the service area and population data to the other as may be reasonably requested in writing by the other party within ten (10) business days following receipt of each such request.

5.7 CHANGES IN CAPACITY. Chattahoochee Hills may request additional Reserved Capacity in Camp Creek. Any increases of the Reserved Capacity shall require the adjustment of the Required Financial Contribution Percent for the Total Project Cost of any future capital improvements to such facility. The percentage of Reserved Capacity and the parallel Required Financial Contribution Percent may not, however, be increased or decreased except by formal written amendment of this Agreement. Fulton shall act on Chattahoochee Hills's request for additional Reserved Capacity within sixty (60) days of Fulton's receipt of the request. Should Fulton deny Chattahoochee Hills's request for additional Reserved Capacity due to Camp Creek having no more unallocated reserved capacity, then the Excess Flow provisions of Article 5.8 may be implemented. However, should Fulton deny Chattahoochee Hills's request for any reason other than Camp Creek having no more unallocated reserved capacity available, or should Fulton fail to respond to Chattahoochee Hills within sixty (60) days of Fulton's receipt of Chattahoochee Hill's request for additional Reserved Capacity, then the higher rate for future Excess Flows as described in Article 5.8 shall not be implemented. This section does not limit the implementation of the Future Excess Flow provisions of Article 5.8 in any circumstance other than those described above regarding requests by Chattahoochee Hills for additional Reserved Capacity.

5.8 FUTURE EXCESS FLOW. When the average daily flow received from Chattahoochee Hills to Camp Creek based on a sixty (60) day reporting period reaches 80% of Chattahoochee Hill's Reserved Capacity for Camp Creek, Chattahoochee Hills must prepare and submit to Fulton a written plan which demonstrates how future flows will be maintained within the Reserved Capacity. Should Chattahoochee Hill's flows received at Camp Creek exceed its then-current Reserved Capacity, Chattahoochee Hills shall immediately take appropriate measures to reduce its flow to within its Reserved Capacity. Continued discharge in excess of the Reserved Capacity, without prior written approval by Fulton, calculated as a daily average of 60 days' time, will be considered a material breach of contract, for which Fulton is entitled to one or more of the

following remedies, none of which shall be an exclusive remedy: (a) immediate injunction ceasing all Excess Flows from Chattahoochee Hills to Camp Creek, (b) payment of the applicable rate set forth in Article 5.2 with respect to the Reserved Capacity flow and the flow in excess of the Reserved Capacity, (c) payment (or reimbursement) of any and all damages caused to third parties directly related to such excess flow, (d) immediate payment (or reimbursement) of any and all civil penalties and fines imposed by regulatory agencies or courts of law directly attributed to such excess flow, (e) interest on any aforesaid amount not paid when due hereto at the Applicable Interest Rate calculated in accordance with Article 8.2, (f) termination of this agreement for cause, and (g) any and all other remedies available at law or in equity. Any amount payable pursuant to this Article 5.8 shall be paid by Chattahoochee Hills within fifteen (15) days following written demand therefor. The obligation to pay the applicable rate shall arise in the event that Chattahoochee Hills's flows to Camp Creek exceed those set forth in Sections 5.1.2.

ARTICLE 6

COLLECTION SYSTEM

6.1 **FULTON'S RIGHTS.** Fulton owns, operates, and maintains the following components of the Collection System within the city limits of Chattahoochee Hills: the influent gravity sewer within the Atlanta-Newnan Pump Station parcel 08-010000191207; the Atlanta-Newnan Pump Station; and the Atlanta Newnan force main. Within the city limits of Chattahoochee Hills, Fulton also owns, operates and maintains the Little Bear Pump Station, the Little Bear force main, and the gravity sewer within the Crossroad Subdivision. Fulton shall not make or permit connections to these portions of the Collection System within Chattahoochee Hills except by an amendment to this Agreement.

6.2 **CHATTAHOOCHEE HILLS'S RIGHTS.** Chattahoochee Hills shall have the right to make or to permit connections to that portion of the Collection System located within the Immediate Sewer Service Area, which is described in "Exhibit A" to this Agreement. Chattahoochee Hills shall have the right to determine and impose charges for connections permitted or made to the Collection System within the Immediate Sewer Service Area. This shall include the right to contract with other sewer service provider(s) for the use of the Sewerage System within the Immediate Sewer Service Area, provided that Chattahoochee Hills shall not permit by contract the discharge of flow which will result in Chattahoochee Hills exceeding its

maximum Reserved Capacity flow to Camp Creek as set forth in Article 5 thereof. Such sewer service provider(s) under contract with Chattahoochee Hills shall comply with Articles 6.4 and Article 7 of this agreement to implement I/I programs, industrial pretreatment and monitoring, and fats/oils/grease programs as required, and reports on these activities shall be issued to Fulton by Chattahoochee Hills at least annually and upon request within thirty (30) days of such request.

6.3 OPERATIONS AND MAINTENANCE. Fulton shall be responsible for operation and maintenance of the portions of the Collection System described in 6.1 above. Chattahoochee Hills shall be responsible for the operation and maintenance of the Collection System located within the Immediate Sewer Service Area.

6.4 INFLOW AND INFILTRATION (I/I) PROGRAM. Chattahoochee Hills shall submit to Fulton annual reports indicating action taken and amount of reduction of I/I in the Collection System, including such reports and work undertaken by other sewer service provider(s) under contract with Chattahoochee Hills.

ARTICLE 7.

SEWER USE ORDINANCES AND PRETREATMENT PROGRAMS

7.1 RESPONSIBILITIES. Each party will be responsible for implementing, updating, enforcing, monitoring, and controlling its sewer use ordinance, industrial pretreatment program, and fats/oils/grease (FOG) program within its jurisdictional limits.

7.2 REVISIONS. To the extent that Chattahoochee Hills's sewer use ordinance, industrial pretreatment program, and FOG program are inconsistent with state and federal requirements, Chattahoochee Hills will amend and/or revise its sewer use ordinance, industrial pretreatment program, and FOG program to comply with all state and federal requirements and will accept and implement reasonable changes to such ordinance and program requested in writing by Fulton with respect to control of discharges which ultimately will be treated at Camp Creek. When required for compliance with Fulton's NPDES permit, Chattahoochee Hills will revise its ordinance, industrial pretreatment program, and FOG program in a manner reasonably acceptable to Fulton.

7.3 ENFORCEMENT AND PERMITTING. Chattahoochee Hills agrees to diligently enforce its sewer use ordinance, industrial pretreatment program, and FOG program for users of its portion of the Sewerage System. Chattahoochee Hills will issue permits to all industrial

dischargers within its jurisdictional limits as required by the ordinance and pretreatment program and will monitor compliance with the permits. A written report of non-compliant discharges within Chattahoochee Hills's jurisdiction tributary to Camp Creek will be provided by Chattahoochee Hills if any such non-compliance occurs.

7.4 FAILURE TO ENFORCE. In the event Chattahoochee Hills fails to take reasonable pretreatment enforcement action on a timely basis, Fulton may take whatever action by law it is authorized to take.

7.5 OTHER JURISDICTIONS. Before an industrial user located outside of the jurisdictional boundaries of Chattahoochee Hills discharges wastewater into the Fulton Sewer System for treatment at Camp Creek, Chattahoochee Hills will enter into an agreement with the jurisdiction in which such industrial user is located. The terms of such agreement shall be substantially equivalent to the applicable terms of this Agreement, and such agreement must be fully executed by all parties thereto prior to a discharge from any industrial user in the outside jurisdiction.

7.6 ANNUAL REPORTS. Chattahoochee Hills will submit a written annual report to Fulton on the compliance status of each significant industrial user and any enforcement response taken or anticipated. Each such report will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions.

7.7 EMERGENCY ACTION. Each party, acting as an agent of the other party, may take emergency action to stop or prevent any discharge into its Sewer System for treatment at Camp Creek WRF that is generated in, or transported through Fulton or Chattahoochee Hills, when in the reasonable opinion of either party such discharge presents, or may present, an imminent danger to human health or welfare, which reasonably appears to threaten the environment, or which threatens to cause interference or contamination to either party's System. Both Parties agree to provide such notice as is practicable to the sewer user and the other party of its intent to take emergency action prior to taking action; provided, however, it is understood and agreed the opportunity to respond to such action or anticipated action may be limited to a hearing after the emergency powers of either party have been exercised.

ARTICLE 8

PROVISIONS OF GENERAL APPLICATION

8.1 RIGHT TO SEEK SPECIFIC PERFORMANCE. The Parties agree that the costs and damages resulting from a breach of the contractual rights to use the Sewerage System facilities up to the specified amounts granted by this Agreement may not be susceptible of monetary calculation, and that damages recoverable at law may not be adequate compensation for nonperformance of the covenants of this Agreement. It is therefore agreed that in each instance where money damages are not an adequate remedy and the provisions of Section 8.8 have been complied with, either party shall be entitled to specific performance or any other equitable remedies provided by law.

8.2 RATE OF INTEREST. Whenever this Agreement provides for the accrual and payment of interest on sums to be paid by one party to the other, such interest shall be calculated at the Applicable Interest Rate as defined in Section 1.1. Interest shall be calculated at the Applicable Interest Rate based upon the total number of calendar days during which the applicable amounts remain unpaid, including the original due date of the delinquent payment and excluding the day on which the amount (including accrued interest) is paid in full.

8.3 OPERATIONS REVIEW. Both parties agree that, upon receipt by one party of a written request from the other party for an operations review, an operations review to determine the status of the operations, maintenance and personnel needs of any component of the Sewerage System, as well as the efficiency, management and reliability of the cost-effectiveness of the operation of any component of the Sewerage System, shall be completed and a written report of such review and the resulting recommendations shall be delivered to the requesting party within ninety (90) days following receipt of the written request. The reasonable out-of-pocket costs of the operations review will be paid by the party requesting same. The recommendations of an operations review will not bind either party.

8.4 SEVERABILITY. In case any one or more provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein. This Agreement shall be construed to adopt, but not enlarge upon, all the applicable provisions of the constitution and general laws of the State of Georgia, and, if any provision hereof conflicts with the applicable provisions of the constitution or laws of the State

of Georgia, the latter as adopted by the legislature and as interpreted by the courts of this State shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

8.5 WAIVER. The failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

8.6 TERM OF AGREEMENT. This Agreement shall be in effect and shall constitute a binding obligation of the parties hereto from and after its execution by the last party to execute the same and it shall continue in effect for fifteen (15) years. Upon written notice not less than ninety (90) days prior to expiration, this Agreement may be renewed by either party for an additional term of five (5) years.

8.7. PERIODIC REVIEW OF PROVISIONS. The parties shall hold periodic reviews of the provisions of this Agreement in order to provide for the changing needs of both parties, and to ensure the System meets all applicable state and federal requirements, as they may be promulgated or amended. The parties agree to negotiate diligently and in good faith to accommodate each other's needs and proposed amendments and to use all diligent and good faith efforts to enact by appropriate legislation such amendments as are agreed upon by both parties to be appropriate. No such amendments to this Agreement shall become effective unless authorized by the respective Governing Authority of both parties. However, nothing herein shall prevent either party from proposing amendments to the other at any time during the term of this Agreement.

8.8 RESOLUTION OF DISPUTES. Should there arise any issues or disputes related to this Agreement, the parties will in good faith attempt to resolve such issues or disputes promptly and amicably and may by mutual agreement submit the same to non-binding mediation.

8.9 INSURANCE COVERAGE. Fulton shall self-fund insurance coverage for its capital assets and personalty included in the Sewerage System. This self-funded coverage will be sufficient to cover reasonably foreseeable risks and shall insure the buildings' systems, equipment and other improvements and all additions, extensions, alterations and modifications thereto. Any costs associated with this coverage shall be paid for by Fulton.

8.10 DAMAGE OR DESTRUCTION OF THE SYSTEM. In the event of damage or destruction by fire or other casualty of its portion of the System, Fulton shall with reasonable diligence and dispatch, repair, or rebuild, or otherwise make a provision for restoring functionality to said facilities so as to restore them as nearly as possible to the condition which existed immediately prior to the damage or destruction, subject to such modifications as may be agreed to

by the parties. Any repair or rebuilding required hereunder shall be paid for with the proceeds of the insurance required under Section 8.9 and any remaining costs shall be paid by Fulton as the owner of the Camp Creek WRF.

8.11 PERSONAL LIABILITY. No elected official, director, officer or employee of either party shall be charged personally or held contractually liable by or to the other party under any terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution thereto.

8.12 RESPONSIBILITY OF PARTIES FOR THE SEWERAGE SYSTEM. Chattahoochee Hills and Fulton shall be responsible for the maintenance, repair, and operation of their respective components of the Sewerage System. No party not a signatory to this Agreement shall be a beneficiary of the rights and obligations hereunder.

8.13 TIME OF ESSENCE. Time is of the essence for all terms of this Agreement.

8.14 HEADINGS. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement.

8.15 ASSISTANCE. Chattahoochee Hills and Fulton agree to provide each other with assistance in the form of plans and specifications, reports and projections, as may be necessary or appropriate for the efficient operations of the Sewerage System.

8.16 NUMBER OF ORIGINAL DOCUMENTS. It is agreed between the parties that this Agreement shall be executed in two or more originals, all of which shall constitute one and the same document and any one of which may be used for any purpose for which an original executed document may be used.

8.17 ASSIGNMENT OF AGREEMENT. This Agreement shall inure to the benefit of and shall be binding upon respective assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by any party hereto except with consent in writing of the other party hereto which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement without consent shall relieve a party hereto of any obligation hereunder.

8.18 INTERGOVERNMENTAL AGREEMENT. The parties hereto agree that this Agreement is an intergovernmental contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

8.19 PRIOR AGREEMENTS. This Agreement supersedes any and all previous agreements between Fulton County and Chattahoochee Hills.

8.20 DEFAULT. The failure of Chattahoochee Hills to pay Fulton any payments required under this Agreement when due or failure by either party to comply with any covenant, term, or obligation of this Agreement shall constitute a material default on the part of such party. In any such event, the non-defaulting party may, after complying with provisions of Section 8.7, bring any suit, action or proceeding in law or in equity, including but not limited to mandamus, injunction, and/or action for specific performance, as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other party.

8.21 NOTICE. All notices pursuant to this Agreement shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, or by registered overnight mail or delivery service with charges prepaid. All notices to Fulton County shall be addressed as follows, unless otherwise directed in writing:

County Manager
Fulton County Government Center
141 Pryor Street, Suite 10061
Atlanta, GA 30303

With a copy to:

Director
Fulton County Department of Public Works
Fulton County Government Center
141 Pryor Street, Suite 6001
Atlanta, GA 30303

All notices to Chattahoochee Hills shall be addressed as follows, unless otherwise directed in writing:

City of Chattahoochee Hills
City Manager
6303 Rico Road, Suite A
Chattahoochee Hills, GA 30268

With a copy to:

City of Chattahoochee Hills
Director of Finance
6303 Rico Road, Suite A
Chattahoochee Hills, GA 30268

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, the duly authorized officials of Chattahoochee Hills and Fulton have caused in the name of Chattahoochee Hills and the name of Fulton and the seals of said political subdivisions and the signatures of their duly authorized executive officers to be affixed hereto on the dates indicated below.

As approved and executed on the ____ day of _____, 2025.

ATTEST:

FULTON COUNTY:

_____	By: _____
Clerk to the Commission	Robert L. Pitts, Chair
	Board of Commissions

APPROVED AS TO CONTENT:

Department of Public Works

APPROVED AS TO FORM:

Office of the County Attorney

As approved and executed on the ____ day of _____, 2025.

ATTEST:

CITY OF CHATTAHOOCHEE HILLS:

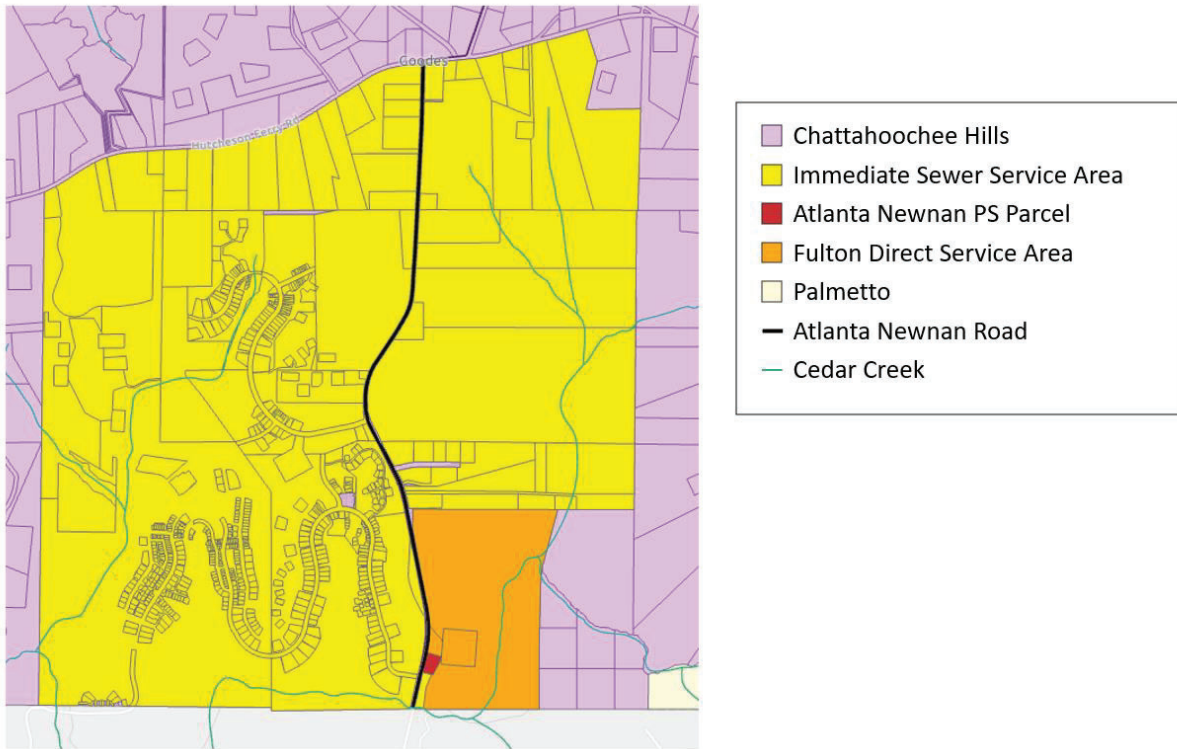
Diane White, City Clerk

By: _____
Tom Reed, Mayor

APPROVED AS TO FORM:

Richard P. Lindsey, City Attorney

EXHIBIT A
Immediate Sewer Service Area





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0482

Meeting Date: 6/18/2025

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

Request approval of a Resolution affirming current County fringe benefits offered to Superior Court Judges; and for other purposes. **(Ivory/Thorne/Ellis)**

1 **A RESOLUTION AFFIRMING CURRENT COUNTY FRINGE BENEFITS OFFERED**
2 **TO SUPERIOR COURT JUDGES; AND FOR OTHER PURPOSES.**

3 **WHEREAS**, during its 2025-2026 Regular Session, the General Assembly passed
4 House Bill 85 (“H.B. 85”), the Superior Court Judicial Compensation Reform Act,
5 modifying compensation of superior court judges and preserving fringe benefits provided
6 to current superior court judges; and

7 **WHEREAS**, H.B. 85 creates a new code section, O.C.G.A. § 15-6-29.2 that
8 establishes locality pay, prohibits the payment of county supplements except under
9 certain conditions, and outlines certain rules applicable to current superior court judges
10 who are in office on June 30, 2025 and who opt into locality pay; and

11 **WHEREAS**, O.C.G.A. § 15-6-29.2(f) clarifies that the prohibition against the
12 payment of county supplements does not “operate to prevent a county or counties
13 comprising a judicial circuit from continuing to provide fringe benefits to any judge of such
14 circuit in the same manner that such benefits were provided on June 30, 2025”; and

15 **WHEREAS**, with respect to current superior court judges who are in office on June
16 30, 2025 and opt into locality pay, O.C.G.A. § 15-6-29.2(g) provides that the fringe
17 benefits they have at the time they opt into locality pay shall not be reduced; and

18 **WHEREAS**, the Fulton County Board of Commissioners (“BOC”) desires to
19 enumerate in writing the current County fringe benefits offered to Superior Court Judges
20 of the Atlanta Judicial Circuit so that it is clear what will remain available to those judges
21 who opt into locality pay while such County fringe benefits are available to them; and

22 **WHEREAS**, the BOC does not interpret H.B. 85 to preclude the offering of
23 additional fringe benefits in the future.

1 **NOW, THEREFORE, BE IT RESOLVED,** the Fulton County Board of
2 Commissioners hereby recognizes and affirms the following County fringe benefits
3 offered to the Superior Court Judges of the Atlanta Judicial Circuit as of June 30, 2025
4 for FY2025, the premiums for which may be paid in whole or in part by the participating
5 individual:

- 6 • active employee health, life, dental and vision insurance;
- 7 • participation in Fulton County's 401(a) defined contribution plan and its
- 8 attendant benefits;
- 9 • participation in Fulton County's 457(b) deferred compensation plan;
- 10 • long and short term disability insurance;
- 11 • flexible spending and commuter reimbursement accounts;
- 12 • accident, critical illness and hospital indemnity plans;
- 13 • legal services plan;
- 14 • identify theft protection plan;
- 15 • employee assistance program; and
- 16 • retiree health, dental, and vision insurance.

17 **BE IT FURTHER RESOLVED,** that the County fringe benefits outlined herein will
18 continue to be offered to current Superior Court Judges of the Atlanta Judicial Circuit, and
19 may also be offered to new Superior Court Judges of the Atlanta Judicial Circuit, in each
20 future budget year contingent on funding and appropriations by the Fulton County Board
21 of Commissioners.

1 **BE IT FURTHER RESOLVED**, that nothing herein is intended to limit the Fulton
2 County Board of Commissioners from unilaterally making changes to the benefits offered
3 in accordance with the law.

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

7
8 **SO PASSED AND ADOPTED**, this ___ day of _____, 2025.
9

10
11 **FULTON COUNTY BOARD OF**
12 **COMMISSIONERS**

13
14 **SPONSORED BY:**

15
16
17 _____
18 Moraima Ivory, Commissioner (District 4)
19

20 **CO-SPONSORED BY:**

21
22
23 _____
24 Bridget Thorne, Commissioner (District 1)
25

26
27 _____
28 Bob Ellis, Vice Chair (District 2)
29

30
31 **ATTEST:**

32
33 _____
34 Tonya R. Grier, Clerk to the Commission
35

36
37 **APPROVED AS TO FORM:**

38
39 _____
40 Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0483

Meeting Date: 6/18/2025

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

Request approval of a Resolution requiring department heads perform and submit an annual training assessment during the budget preparation process; directing an amendment to Fulton County Personnel Procedure 209-16 "Travel, Training, Parking and automobile allowance/Mileage Reimbursement Policy," and for other purposes. **(Ivory)**

1 **A RESOLUTION REQUIRING DEPARTMENT HEADS PERFORM AND SUBMIT AN**
2 **ANNUAL TRAINING ASSESSMENT DURING THE BUDGET PREPARATION**
3 **PROCESS; DIRECTING AN AMENDMENT TO FULTON COUNTY PERSONNEL**
4 **PROCEDURE 209-16 “TRAVEL, TRAINING, PARKING AND AUTOMOBILE**
5 **ALLOWANCE / MILEAGE REIMBURSEMENT POLICY”; AND FOR OTHER**
6 **PURPOSES.**

7
8 **WHEREAS**, the Fulton County Board of Commissioners (the “Board”) is the duly
9 elected governing authority of Fulton County, Georgia (the “County”); and

10 **WHEREAS**, the Board has authority pursuant to the Constitution of the State of
11 Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable ordinances, resolutions, or
12 regulations relating to the County’s affairs for which no provision has been made by
13 general law and which is not inconsistent with the Constitution or any local law applicable
14 thereto; and

15 **WHEREAS**, the Fulton County Civil Service Act, codified in pertinent part in Fulton
16 County Code Section 34-70(a), charges the County’s Chief Human Resources Officer
17 with implementing, devising, publishing, amending, and rescinding detailed personnel
18 policies and regulations for the County upon approval by the Board; and

19 **WHEREAS**, on October 19, 2016 via Agenda Item 16-0956, the Board approved
20 the adoption of Personnel Policy 209-16: Travel, Training, Parking and Automobile
21 Allowance / Mileage Reimbursement; and

22 **WHEREAS**, according to Personnel Policy 209-16, the County Manager, in
23 consultation with the Chief Human Resources Officer and the County Attorney, is
24 authorized to establish and modify, as needed, a procedure for implementing Personnel
25 Policy 209-16 approved by the Board; and

1 **WHEREAS**, the County Manager adopted Personnel Procedure 209-16 which was
2 updated on March 26, 2018; and

3 **WHEREAS**, Fulton County Personnel Policy and Procedure 209-16 pertains in
4 part to the approval of training activities for employees and the reimbursement from the
5 County to the employees for reasonable expenses of the training and the travel
6 arrangements that are sometimes necessary for training attendance; and

7 **WHEREAS**, thoughtful planning for such travel and training can ensure that
8 employees' professional certifications are timely renewed; employees are regularly
9 afforded opportunities to grow in their careers and are trained in new and emerging
10 techniques, laws, and processes; departments can take advantage of early bird pricing
11 for travel and training to make the best use of the County's resources; departments can
12 ensure their budget requests for travel and training each year are sufficient to meet the
13 needs of the employees; and departments can avoid unexpected costs for travel and
14 training that may result in budget overruns; and

15 **WHEREAS**, an annual assessment of the training and related travel needs for
16 each department or office that relies on County resources will assist the County Manager,
17 the Finance Department, and the Board with decision-making for each annual budget.

18 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
19 Commissioners hereby requires each department head that seeks County resources for
20 training and related travel expenses to perform an annual assessment outlining their
21 department's progress toward their current year's training goals and the training and

1 related travel needs of their department for the upcoming budget year, which shall be
2 submitted to and used by the Board when evaluating the proposed budget for the
3 upcoming budget year.

4 **BE IT FURTHER RESOLVED**, that the Fulton County Board of Commissioners
5 hereby directs the County Manager, in consultation with the Chief Human Resources
6 Officer and the County Attorney, to amend Personnel Procedure 209-16 to reflect the
7 requirement herein and to distribute a finalized procedure to the Board within sixty (60)
8 days of the adoption of this Resolution.

9 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective when
10 adopted, and that all resolutions and ordinances and parts of resolutions and ordinances
11 in conflict with this Resolution, are hereby repealed to the extent of the conflict.

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

13 **FULTON COUNTY BOARD OF COMMISSIONERS**

14 **SPONSORED BY:**

15 _____
16 Moraima Ivory, Commissioner (District 4)

17 ATTEST:

18 _____
19 Tonya R. Grier, Clerk to the Commission

20 APPROVED AS TO FORM:

21 _____
22 Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0485

Meeting Date: 6/18/2025

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

Discussion: Fairness and Impact of Rebidding Contracts after a Bid Protest **(Pitts)**