

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH 2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this **1st day of January 2024**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as "Fulton County" or "County"), a political subdivision of the State of Georgia, acting by and through its Community Development Department's Youth and Community Services Division ("YCS"), and **Georgia Radio Reading Service**, **Inc.** (hereinafter referred to as "Contractor"), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the "Parties").

WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on May 17, 2024, BOC#24-0350.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM
- ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES
- ARTICLE 3. COMPENSATION FOR SERVICES
- ARTICLE 4. RECORD KEEPING
- ARTICLE 5. INDEMNIFICATION
- ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 7. INDEPENDENT CONTRACTOR STATUS
- ARTICLE 8. INSURANCE
- ARTICLE 9. <u>AMENDMENTS AND MODIFICATIONS TO AGREEMENT</u>
- ARTICLE 10. SUBCONTRACTING
- ARTICLE 11. ASSIGNABILITY
- ARTICLE 12. SEVERABILITY OF TERMS
- ARTICLE 13. PRECEDENCE OF AGREEMENT
- ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 15. CAPTIONS
- ARTICLE 16. GOVERNING LAW
- ARTICLE 17. JURISDICTION

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by

Fulton County to render the services as hereinafter defined and required; to perform such services

in a manner and to the extent required by the parties herein; and as may be hereafter amended or

extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized

representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter

into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton

County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from 01/01/2024, until midnight 12/31/2024.

(e) Fulton County shall have the right to suspend immediately Contractor's performance

hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of

Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton

County:

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Disabilities

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Number of Persons with Disabilities (PWD) included in programs due to increased

3

accessibility..., Number of Persons with Disabilities who are self-sufficient or able to live

independently..., Number of Persons with Disabilities who can focus on overall wellness...

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Georgia Radio Reading Service, Inc., GaRRS Radio Broadcast and Streaming Service will provide services at the following locations at specified times during the contract period of 01/01/2024 through 12/31/2024:

<u>Service Delivery Site(s):</u>

Name of Program Site	Program Location (complete physical address)	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location	District(s) of Fulton County Residents Served by the program (facility) location
Georgia Radio Reading Service	260 14th Street Northwest	Atlanta	GA	30318	6	1,2,3,4,5,6

Approach and Design:

Georgia Radio Reading Service, Inc., GaRRS Radio Broadcast and Streaming Service will provide services to 690 clients that reside in Fulton County, with CCSP funding.

Georgia Radio Reading Service, Inc., will provide the following activities and services in Fulton County with CCSP funding:

Approach and Design*:

- 1) Activities and services provided: GaRRS will partner with Fulton County to support individuals with disabilities and address two CSP Disability funding priorities:
- a) providing social and cultural programs to decrease isolation and promote social interaction, and
- b) promote career readiness and job opportunities for persons with disabilities.

In order to accomplish this, GaRRS will provide essential local information, content from newspapers (both national and Georgia community), popular books, an array of magazines, employment and career services, information from partners serving the blind, print-impaired, and disabled populations, and quality of life programming (interviews of people who serve the disabled and who are disabled) to listeners in urban and rural communities throughout Fulton County 24 hours a day, 7 days a week. In addition to our general programming, GaRRS will offer career readiness programming, job postings, career exploration, and information to assist our listeners (particularly seniors) in remaining connected to their local community and to age in place. GaRRS' programming offers local information essential to independent living, job readiness, cultural awareness, local news, and activities which enhance the daily life of our listeners, and which is not found through other information services including:

- Employment: GaRRS' "Career Corner" program works with the Georgia Vocational Rehabilitation Agency to provide employment opportunities hand-picked for individuals who are disabled. A number of listeners have found employment through this program. We also interview individuals from various vocations about how they gained entry to the field. For example, we have featured individuals from the Blind Business Enterprise Program as well as blind lobbyists, politicians, sales representatives, and musicians.
- Disability: We partner with Atlanta's Center for the Visually Impaired and DISABILITYLink to offer programming featuring issues around independent living, transportation, youth, and the newest breakthroughs in assistive technology. This programming is vital for providing information concerning independent living and support services available in the community. Many of our listeners are unaware of support services and programs available for them, and we strive to keep our listeners connected to their local community and to resources to assist them.
- Local Sights: GaRRS' "Out & About" program brings Georgia to life through a descriptive program highlighting events, venues, and artistic productions which listeners may not be able to otherwise experience.
- Shopping: GaRRS reads and broadcasts food and shopping ads. These are our most-requested programs that allow shoppers with a visual impairment to access ads like their sighted neighbors. Because of the high poverty rate for our listeners, this is an important program with a considerable impact on their daily lives.
- Local News: GaRRS broadcasts local newspapers relevant to our listeners' everyday lives and not broadcast elsewhere including the AJC Alpharetta Neighborhood Page, AJC Buckhead Neighborhood

Page, AJC Buford Neighborhood Page, AJC Dunwoody Neighborhood Page, AJC Intown Atlanta Neighborhood Page, AJC Johns Creek Neighborhood Page, AJC Lithonia Neighborhood Page, AJC Marietta Neighborhood Page, AJC Roswell Neighborhood Page, AJC Sandy Springs Neighborhood, AJC Smyrna Neighborhood Page, North Fulton Neighbor Newspaper, South Fulton News, Marietta Daily Journal, Northside Neighbor, and The Patch.

- AJC: A listener favorite, the AJC is broadcast daily including local and statewide news
- Announcements: GaRRS partners with local service organizations and blind support groups in Georgia to broadcast current public service messages about meetings, events, assistive technology, and available services.
- Internships: In 2024 GaRRS hopes to revive an internship program for interns who are disabled and enrolled in GVRA's vocational rehabilitation program. These interns master skillsets critical to finding long-term, stable employment.
- 2) How the activities and services will be accomplished: GaRRS will broadcast information on subchannels of public radio stations across Georgia and will make information available on the internet via the garrs.org website. For those individuals who do not have radio reception or internet service, they are also able to call our toll-free number and listen to the broadcast over the phone.

Any resident of Georgia who is visually impaired or otherwise print-disabled is eligible to access our services free of charge. Listeners use a special radio receiver or Echo Dot (provided by GaRRS) or their smart device to access GaRRS programs. Through radios, internet, mobile apps, and phone, we have the capability of providing services to nearly 100% of print-impaired individuals in Fulton County.

Over the past six years we have sent listening devices or radios to over 1,600 on our database, and in 2023 we received over 12,000 unique visitors on the garrs.org website who accessed our live webstream and archived content.

3) Strategic priority area objectives:

GaRRS will be addressing the "Support the vulnerable residents in our social services" strategic priority area program objective with the objective "Number of residents who have access to home-based and community-based services for seniors and people with disabilities."

Primarily, our service will focus on providing vital information to individuals with disabilities or blindness to enable them to live independently or with family. GaRRS' programming strives to link seniors and individuals with disabilities to the support groups, news, and local information needed for them to maintain their independence. This includes shopping information, connection to local events and services, and information about supportive services and service providers.

- 4) CSP funding priorities addressed: GaRRS will address the following two CSP funding priorities for individuals in Fulton County:
- a) Disabilities Funding Priority #2-"Social and cultural programs for persons with Developmental Disabilities to decrease isolation and promote social interaction...and promote the special needs of Persons with Disabilities exclusive of their disability." The GaRRS program connects listeners to their local community as well as to programming provided by partner agencies. Because blindness, vision loss, and disabilities that affect accessing printed material are isolating conditions, GaRRS programming strives to keep people connected to their local news, events, and happenings. In addition, it provides access to store ads and programming necessary to allow them to maintain independence and access local services.
- b) Disabilities Funding Priority #3- "Programs that promote...Career Readiness skills."

As mentioned above, GaRRS provides career exploration through its weekly "Career Corner" program which explores various job readiness programs and offers hand-picked job opportunities for the disabled community. In addition, "Eye on Blindness," and "At Your Service" programs provide connections to educational programs and resources by offering interviews with individuals showcasing new opportunities and highlighting personal achievements in the blind community as well as exploring the services of partner programs serving the blind. Some of the programs we have explored in the past year are youth transition services provided by the state of Georgia, Georgia's Blind Enterprise Program, and youth services at Fulton's Center for the Visually Impaired. Our weekly Public Service Announcements also connect listeners to the various supportive programs at partner agencies such as DISABILITYLink's "Empowering Youth," "Getting Ready to Work," and "Independent Living Skills" classes.

- 5) Community collaborative relationships: GaRRS relies on a spectrum of community collaborative relationships to provide services including:
- a) The Georgia Vocational Rehabilitation Agency collaborates with GaRRS to create the "Career Corner" program which highlights job opportunities for people with disabilities.
- b) A representative from The Center for Inclusive Design and Innovation (CIDI) -- which was created by a merger of the Center for Assistive Technology and Environmental Access (CATEA) and AMAC Accessibility -- provides assistive technology programming.
- c) Representatives from DISABILITYLink lead programming surrounding teen issues, disability happenings, disability rights, and transportation.
- d) We provide program updates, announcements, and support group information from the Center for the Visually Impaired in Atlanta.

- e) We provide information to assist veterans through service programs such as the Capitol View coverage of the Pact Act and the benefits made available through it for our veterans.
- f) We work with the Georgia Vocational Rehabilitation Agency to broadcast employment and service information programming in addition to the Career Corner program.
- g) We work with Project Independence to provide news and programming announcements for seniors.
- h) GaRRS collaborates with The Shepherd Center to provide radios and programming to individuals with brain and spinal cord injuries.

Designation of CSP Funds:

Based on the awarded amount of \$30,000.00, the CCSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

Administrative Expenses- CCSP Funds that are spent on executive / management staff and administrative support staff salaries, salary fringe, and benefits; etc.).

Operational Expenditures- CCSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as office/ warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), utility expenses, transportation expenses (staff travel expenses), marketing/catalogs, etc.

Direct Service Expenditures- CCSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, public transportation costs, etc.), scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

The maximum amount of CCSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	\$1,500.00
Operational	\$0.00
Direct Services	\$28,500.00
Total	\$30,000.00

Explanation of Funding Details:

Administrative Costs:

\$1,500 (5% of the grant request) will cover the administrative costs apportioned in the Office Manager's salary. The Office Manager is a key member of the team and coordinates client registration, coordinates all subscriptions for the 200+ newspapers and magazines read over the air, and maintains the office and booths for our volunteers.

Direct Services:

\$28,500 (95% of the grant request) will be allocated to direct services including: \$1,500 Program Books and Magazines-GaRRS purchases books and subscribes to local newspapers and magazines. In Fulton County, we read the AJC, a variety of Fulton Neighborhood Newspapers, Atlanta Business Chronicle, Atlanta Magazine, Creative Loafing, and Arts Atlanta. We also read a wide variety of books and magazines which require monthly or annual subscriptions.

\$1,000 Volunteer Supplies-These supplies include headphones for the volunteers to record from home as well as materials for volunteers as they transition back to the office to record in booths. The GaRRS office is in Fulton County with 85% of volunteers coming from the Metro Atlanta area.

\$1,000 Listening Devices-The majority of our listeners are on a limited income, and we strive to provide programming free of charge which includes listening devices such as a radio or Echo Dot device.

\$25,000 Salaries & Wages- This category will go towards the salary of our 1.0 FTE Volunteer Manager and production staff who handle coordinating and scheduling the 225 volunteers who record our programs. Without this vital staff liaison, we would be unable to produce the programming for our 24/7 broadcast read fully by our volunteers. Another portion of this expense will go towards funding our producers (one of

whom is blind) who edit the program and place it in the automation system to broadcast over our various platforms (radio, TuneIn, telephone, and website.)

Program Performance Measures:

Georgia Radio Reading Service, Inc. agrees to track and report program performance to the **Fulton County Department of Community Development.**

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Number of Persons with Disabilities (PWD) included in programs due to increased accessibility..., Number of Persons with Disabilities who are self-sufficient or able to live independently..., Number of Persons with Disabilities who can focus on overall wellness...

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

The following program measures/ Key Performance Indicators ("KPI's") will be utilized to track and report program outcomes for the Fulton County residents supported with CSP funding, during the funding period 01/01/2024 through 12/31/2024:

Program Performance Measures *:

County-defined performance measures: GaRRS will track three Disabilities measures:

a) Number of Persons with Disabilities (PWD) included in programs due to increased accessibility, physical environment, transportation, housing, alternative communications,

- b) Number of Persons with Disabilities who are self-sufficient or able to live independently because they can achieve necessary training or education to be employed or able to achieve comparable salaries as those without disabilities, and
- c) Number of Persons with Disabilities who can focus on overall wellness, including better management of their disability performance measure as it delivers services to the citizens of Fulton County.
- 1) Methods/collection tools to be used and specific goals:

GaRRS will use the following performance measures to calculate the number of individuals in Fulton County listening to the broadcast:

Radio listeners: GaRRS will track the number of users who have been issued listening devices in the Fulton County area with a goal of 690 radio listeners in 2024. These individuals will be tracked in the GaRRS listener database and provided in a roster as requested.

2) Major milestones: All data will be collected monthly. Each of the methods will have the following major milestones connected with the program:

Radio Listeners: GaRRS will conduct ongoing outreach to partner agencies to increase its outreach to listeners who are blind and visually impaired.

In 2024 GaRRS will conduct major outreach events once per quarter at the local VA Medical Center, local doctors' offices, and Fulton County Blindness support groups.

5 new registered Fulton County listeners will be added during the year through outreach. There are undoubtedly 100s of unregistered Fulton County listeners who access GaRRS via the TuneIn app and the Sero app. In 2024 we hope to broaden our listenership by broadcasting our programming on more streaming services including Spotify, Apple, and iHeart Radio.

3) Specific data collection tool:

Data will be collected using the GaRRS listener application which details the listener's name, address, county, contact information, demographic and income information, and other information requested. This information is added into the online GaRRS database and reports will be generated to track and report listener information.

Agency Defined Performance Measure(s):

Agency Defined Performance Measures : GaRRS will provide four agency-defined performance measures during the contract period:

- 1. Radio listeners: GaRRS will track the number of users who are issued listening devices in Fulton County with a goal of 690 total registered4listeners who access GaRRS via listening devices by the end of 2023.
- 2. GaRRS will provide internet-based and streaming service programming to at least 1,000 individuals each month.
- 3. GaRRS will provide at least eight hours of vocational, educational, or service-based programming targeted to the unique needs of the visually impaired and print-impaired every month.
- 4. GaRRS will provide 16 hours of Fulton community news each month

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

- 1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
- 2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
- 3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
- 4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.

- 5. Contractor agrees to comply with the Operational Specifications outlined in 2024 Consolidated Community Services Program 24RFP013124C-MH.
- 6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgment: "Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton County Logo.

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

- 7. Contractor will be required to submit completed performance reports (with deadlines of (July 12, 2024, and January 10, 2025) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
- 8. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
- 9. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Community Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with CCSP funding may result in reimbursement of CCSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
- 10. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with CCSP funding, and LEDGERS demonstrating how Community Services Program funds were expended for the specified reporting period.

Expenditure of Funds

- 11. Contractor is prohibited from utilizing CCSP funds for capital expenditures. (A "capital expenditure" is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of "capital expenditure" (e.g., children's story books, educational materials, games, puzzles, and flash cards).
- 12. Community Services Program funds must be expended by December 31st of the contract year. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor's failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

- (a) Fulton County agrees to pay Contractor a maximum sum of \$30,000.00.
- (b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.
- (c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.
- (d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and

definitions established in 2024 Consolidated Community Services Program 24RFP013124C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

- (a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.
- (b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.
- (c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than <u>July 12, 2024</u> for the period January 1, 2024-June 30, 2024; and January 10, 2025 for the period July 1, 2024-December 31, 2024.
- (d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.
- (e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

Department of Community Development c/o: Youth and Community Services Division

hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Georgia Radio Reading Service, Inc. 260 14th St. NW Atlanta, Georgia 30318

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or

nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY'S CONVENIENCE AND FOR CAUSE

- (a) This Agreement is effective on 01/01/2024, and shall terminate on 12/31/2024, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.
- (b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.
- (c) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.
- (d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.
- (e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to

terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

Contractor acknowledges that **Georgia Radio Reading Service**, **Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(b) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the "Insurance and Risk Management Provisions" document, Attachment "A", with Fulton County, Georgia added as an "Additional Insured". The cancelation 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.

<u>ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT</u>

- (a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County's and Contractor's duly authorized representatives.
- (b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Fulton County.

ARTICLE XI - ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of Fulton County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at the County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE XII - SEVERABILITY OF TERMS

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

<u>ARTICLE XIII – PRECEDENCE OF AGREEMENT</u>

In the event that any language in the Department of Community Development's Community Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words "shall not discriminate" shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

- (2) The Contractor shall in solicitation 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 race, religion, color, sex, sexual orientation, national origin, or disability.
- (3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the

Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.
- (5) The Contractor shall include the provisions of paragraphs (1) through of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

ARTICLE XVI - GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

ARTICLE XVII - JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s) CONTACT NAME: Lauren Green PRODUCER (770) 551-3270 FAX (A/C, No): PHONE (770) 551-3289 Hamby & Aloisio Inc. (A/C, No, Ext): 53 Perimeter Center East #400 lauren@hains.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # GA 30346 Atlanta Alliance of Nonprofits for Ins. 10023 INSURER A: Sentinel Insurance Company, LT INSURED 11000 INSURER B: Georgia Radio Reading Service INSURER C: 260 14th St., Nw INSURER D : INSURER E : Atlanta GA 30318 INSURER F COVERAGES **CERTIFICATE NUMBER:** 23-24 **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) INSR LTR TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED 500,000 CLAIMS-MADE | X OCCUR PREMISES (Ea occurrence) 20,000 MED EXP (Any one person) х 10/15/2023 10/15/2024 1,000,000 Α 2023-61470 PERSONAL & ADV INJURY 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 3,000,000 POLICY LOC PRODUCTS - COMP/OP AGG \$ Liquor Liability \$ 1,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 1,000,000 \$ ANY AUTO BODILY INJURY (Per person) SCHEDULED OWNED AUTOS ONLY HIRED 2023-61470 10/15/2023 10/15/2024 BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE \$ AUTOS ONLY **AUTOS ONLY** (Per accident) \$ UMBRELLA LIAB 3,000,000 OCCUR EACH OCCURRENCE **EXCESS LIAB** 2023-61470-UMB 10/15/2023 10/15/2024 3,000,000 CLAIMS-MADE AGGREGATE 10.000 DED | RETENTION \$ \$ WORKERS COMPENSATION X STATUTE AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT Ф 20WECAD9NW7 10/15/2024 N/A 10/15/2023 OFFICER/MEMBER EXCLUDED? 1.000.000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT Each Claim \$1,000,000 Directors & Officers Liability Annual Aggregate 10/15/2023 10/15/2024 \$1,000,000 2022-61470 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Informational Purposes Only.

CERTIFICATE	HOLDER		CANCELLATION	
	Fulton County Department of Housing & Community Development 137 Peachtree St SW		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
			AUTHORIZED REPRESENTATIVE	
ı	Atlanta	GA 30303	Vehic M 12mmy	
			I man 1 1 1 mm	

			ADDI	TIONAL COVE	RAGI	ES		
Ref #	Description Prior Acts I	n Directors' and Office	rs'			Coverage Code PADO	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	1
Ref #	Description Add'l for po	n olicy minimum premi	um			Coverage Code APMP	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$412.0	00
Ref #	Description D&O Liabil					Coverage Code	Form No.	Edition Date
Limit 1 1,000,0	000	Limit 2 1,000,000	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$1,087	7.00
Ref #	Description Products/C	n Completed Ops Aggre	egate			Coverage Code PRDCO	Form No.	Edition Date
Limit 1 3,000,0	000	Limit 2	Limit 3	Deductible Amount 10,000	Deduc	ctible Type	Premium	
Ref #	Description D&O Liabil					Coverage Code	Form No.	Edition Date
Limit 1 1,000,0	000	Limit 2 1,000,000	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref #	Description Expense of					Coverage Code EXCNT	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$230.0	00
Ref #	Description Additional	n Prem to Equal Inc Li	mits			Coverage Code AILMP	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$105.0	00
Ref #	Description Schedule r	n ate adjustment				Coverage Code SRA	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium -\$153.	00
Ref #	Description Increased	n employer's liability				Coverage Code INEL	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$15.00)
Ref #	Description	n				Coverage Code	Form No.	Edition Date
Limit 1	l	Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	1
Ref #	Description	n				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	1
OFADT	LCV						Copyright 2001, A	MS Services, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER		CONTACT Lauren Green			
Hamby & Aloisio Inc.		PHONE (A/C, No, Ext): (770) 551-3270 FAX (A/C, No): (770)	0) 551-3289		
53 Perimeter Center East #400		E-MAIL ADDRESS: lauren@hains.com			
		INSURER(S) AFFORDING COVERAGE	NAIC#		
Atlanta	GA 3034	INSURER A: Alliance of Nonprofits for Ins.	10023		
INSURED		INSURER B: Sentinel Insurance Company, LT	11000		
Georgia Radio Reading Service		INSURER C :			
260 14th St., Nw		INSURER D:			
		INSURER E:			
Atlanta	GA 3031	INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 23-2	REVISION NUMBER:			
INDICATED. NOTWITHSTANDING A	NY REQUIREMENT, TERM OR CONDITION	HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD ON OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS RDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,			

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) INSR LTR TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED 500,000 CLAIMS-MADE | X OCCUR PREMISES (Ea occurrence) 20,000 MED EXP (Any one person) 2023-61470 10/15/2023 10/15/2024 1,000,000 Α PERSONAL & ADV INJURY 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 3,000,000 POLICY LOC PRODUCTS - COMP/OP AGG \$ Liquor Liability \$ 1,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 1,000,000 \$ ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED SCHEDULED 2023-61470 10/15/2023 10/15/2024 BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE \$ AUTOS ONLY **AUTOS ONLY** (Per accident) \$ UMBRELLA LIAB 3,000,000 OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** 2023-61470-UMB 10/15/2023 10/15/2024 3,000,000 CLAIMS-MADE AGGREGATE DED RETENTION \$
WORKERS COMPENSATION 10,000 \$ X STATUTE AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT 20WECAD9NW7 10/15/2024 Υ N/A 10/15/2023 OFFICER/MEMBER EXCLUDED? 1,000,000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT Each Claim \$1,000,000 **Directors & Officers Liability** 2022-61470 10/15/2023 10/15/2024 Annual Aggregate \$1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Informational Purposes Only.

CERTIFICATE HOLDER

CANCELLATION

Georgia Public Broadcasting 260 14th St NW		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
200 1401 001444		AUTHORIZED REPRESENTATIVE		
Atlanta	GA 30318	Veder M Hanry		
	•	C 1000 COLE 100DD CODDODATION AND LLC		

			ADDI	TIONAL COVE	RAGI	ES		
Ref #	Description Prior Acts I	n Directors' and Office	rs'			Coverage Code PADO	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	1
Ref #	Description Add'l for po	n olicy minimum premi	um			Coverage Code APMP	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$412.0	00
Ref #	Description D&O Liabil					Coverage Code	Form No.	Edition Date
Limit 1 1,000,0	000	Limit 2 1,000,000	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$1,087	7.00
Ref #	Description Products/C	n Completed Ops Aggre	egate			Coverage Code PRDCO	Form No.	Edition Date
Limit 1 3,000,0	000	Limit 2	Limit 3	Deductible Amount 10,000	Deduc	ctible Type	Premium	
Ref #	Description D&O Liabil					Coverage Code	Form No.	Edition Date
Limit 1 1,000,0	000	Limit 2 1,000,000	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref #	Description Expense of					Coverage Code EXCNT	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$230.0	00
Ref #	Description Additional	n Prem to Equal Inc Li	mits			Coverage Code AILMP	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$105.0	00
Ref #	Description Schedule r	n ate adjustment				Coverage Code SRA	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium -\$153.	00
Ref #	Description Increased	n employer's liability				Coverage Code INEL	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$15.00)
Ref #	Description	n				Coverage Code	Form No.	Edition Date
Limit 1	l	Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	1
Ref #	Description	n				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	1
OFADT	LCV						Copyright 2001, A	MS Services, Inc.

#24RFP013124C-MH 2024 Consolidated Community Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor (Agency)] Georgia Radio Reading Service on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with <u>Fulton County Government</u>, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the <u>Fulton County Government</u> at the time the subcontractor(s) is retained to perform such service.

Company # 219686

EEV/Basic Pilot Program* User Identification Number

Georgia Radio Reading Service

Rasl a. Pukat

BY: Authorized Signature of Officer or Agent of Contractor

Executive Director

Name of Contractor (Agency)

Title of Authorized Officer or Agent of Contractor of Contractor

Rachel A. Ruckart

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 22 day of FEBUARY, 20 24

Notary Public: The 4 News

County: DEKALB

Commission Expires: 1/24/77

Helen Menefee
NOTARY PUBLIC
DeKalb County, GEORGIA

O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²⁰[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.

Form F must include name of agency, EEV number, Signature & Notary. If applicable, Form G must include name, EEV number, and Signature of subcontractor.

Upload 1-Via Purchasing Bid page - BidNet Direct: https://www.bidnetdirect.com/georgia/fultoncounty

(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

Upload 2 -Via WebGrants under 2024 CCSP Eligibility Requirements: https://fulton.dullestech.net

To Complete Fillable Form - Please enter the all required information.

- ✓ Press "TAB" key to navigate easily through the form *once you enter your Agency name, it will repopulate throughout the form.*
- √ Save as: "Form F Agency Name"
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor on behalf of Fulton County (Agency)] N/A Government has registered with and is participating in a federal work authorization program*,4 in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. EEV/Basic Pilot Program* User Identification Number of Subcontractor Name of Subcontractor (Individual/Agency) BY: Authorized Signature Officer or Agent of Subcontractor Title of Authorized Officer or Agent of Subcontractor Printed Name of Authorized Officer or Agent of Subcontractor Sworn to and subscribed before me this day of , 20 . Notary Public: _____ County: Commission Expires:

³O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

^{4*}[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

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

OWNER: **CONTRACTOR:** Georgia Radio Reading Service, Inc. **FULTON COUNTY, GEORGIA** VENDOR NAME Signed by: Name of Signatory: Robert Ruprecht DocuSigned by: Robert L. Pitts Treasurer and Board Member Robert L. Pitts, Chairman **Authorized Signature** Fulton County Board of Commissioners ATTEST: ATTEST: Signed by: Name of 2nd Signatory: **Jane Boynton** Tonya R. Grier Jane Boynston 2nd Signatory: **Interim Executive Director** Tonya R. Grier Second Authorized Signature Signed by: Clerk to the Commission (Affix County Seal) (Affix Corporate Seal, if applicable) APPROVED AS TO FORM: David Lowman Office of the County Attorney APPROVED AS TO CONTENT: DocuSigned by: Stanley Wilson, Director Fulton County Department of Community Development Please select RM or 2ND RM from the checkbox X 2ND RM 2ND RM: 5/15/2024 ITEM#: 24-0350 ITEM#: RM: **SECOND REGULAR MEETING REGULAR MEETING**



Certificate Of Completion

Envelope Id: BD51CB86E7694AEEBE09DB7A5230B224 Status: Completed

Subject: Please DocuSign: 2024 CCSP Contract-Georgia Radio Reading Service, Inc.-BOC Agenda#24-0350

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 31 Certificate Pages: 7 AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US &

Canada)

Signatures: 6 Initials: 0 Stamps: 1

Cherie Williams 141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Envelope Originator:

Cherie.Williams@fultoncountyga.gov

IP Address: 136.55.230.223

Record Tracking

Status: Original

8/21/2024 8:52:14 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Cherie Williams

Cherie.Williams@fultoncountyga.gov

Pool: StateLocal

Signature

Robert Rupreclut

Signed using mobile

Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

Signer Events

Robert Ruprecht

bobruprecht.2006@yahoo.com **Board Member and Treasurer**

GARRS

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 8/22/2024 2:17:25 AM ID: c91b79a4-7f89-4da0-9782-0df00ed52c9a

Jane Boynton

jboynton@garrs.org

Security Level: Email, Account Authentication

(None)

Jane Boynton

Signature Adoption: Pre-selected Style Using IP Address: 66.110.202.254

Signature Adoption: Pre-selected Style

Using IP Address: 85.48.185.81

Timestamp

Sent: 8/21/2024 8:58:04 PM Viewed: 8/22/2024 2:17:25 AM Signed: 8/22/2024 2:24:21 AM

Sent: 8/22/2024 2:24:23 AM Resent: 8/23/2024 4:51:11 PM

Viewed: 8/26/2024 5:57:32 PM Signed: 8/26/2024 6:00:01 PM

Electronic Record and Signature Disclosure:

Accepted: 8/26/2024 5:57:31 PM

ID: 779b6de3-38f4-4b5a-b82d-132a13705c7d

Mark Hawks2

mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication

(None)

Completed

Stanley Wilson

Using IP Address: 45.20.200.178

Sent: 8/26/2024 6:00:04 PM Viewed: 8/28/2024 4:29:34 PM

Signed: 8/28/2024 4:29:46 PM

Sent: 8/28/2024 4:29:48 PM Viewed: 8/29/2024 8:21:32 AM Signed: 8/29/2024 8:21:39 AM

Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30

Signer Events Signature Timestamp Electronic Record and Signature Disclosure: Not Offered via DocuSign Sent: 8/29/2024 8:21:42 AM Lauren Hansford Completed lauren.hansford@fultoncountyga.gov Viewed: 8/29/2024 12:27:15 PM Security Level: Email, Account Authentication Signed: 8/29/2024 12:28:55 PM Using IP Address: 74.174.59.10 (None) **Electronic Record and Signature Disclosure:** Accepted: 8/29/2024 12:27:15 PM ID: 616366b3-430e-4608-ae75-914d2fe49845 **David Lowman** Sent: 8/29/2024 12:28:58 PM David Lowman David.Lowman@fultoncountyga.gov Viewed: 8/29/2024 12:33:59 PM Security Level: Email, Account Authentication Signed: 8/29/2024 12:35:59 PM (None) Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10 **Electronic Record and Signature Disclosure:** Accepted: 8/29/2024 12:33:59 PM ID: f8d3845f-e2df-4ffa-b990-a7dde617ebf7 Nikki Peterson Sent: 8/29/2024 12:36:02 PM Completed nikki.peterson@fultoncountyga.gov Viewed: 8/30/2024 11:24:42 AM Chief Deputy Clerk to the Board of Commissioners Signed: 8/30/2024 11:25:50 AM Using IP Address: 68.208.197.4 **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8 Robert L. Pitts DocuSigned by: Sent: 8/30/2024 11:25:54 AM Robert L. Pitts michael.oconnor@fultoncountyga.gov Viewed: 8/30/2024 12:18:31 PM Security Level: Email, Account Authentication Signed: 8/30/2024 12:18:40 PM (None) Signature Adoption: Pre-selected Style Using IP Address: 166.137.175.25 Signed using mobile **Electronic Record and Signature Disclosure:** Not Offered via DocuSign

Tonya R. Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County

Security Level: Email, Account Authentication (None)

Docusigned by:
TOWYA K. Grick
EEC476C4837648D...

Signature Adoption: Pre-selected Style Using IP Address: 99.96.24.191

Sent: 8/30/2024 12:18:43 PM

Viewed: 8/30/2024 12:36:21 PM

Signed: 8/30/2024 12:36:33 PM

Electronic Record and Signature Disclosure:

Accepted: 3/16/2018 10:54:59 AM

ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

Signer Events	Signature	Timestamp
Mark Hawks3	Completed	Sent: 8/30/2024 12:36:38 PM
mark.hawks@fultoncountyga.gov	•	Resent: 9/3/2024 4:19:04 PM
Chief Assistant Purchasing Agent	Hoing ID Address: 45 20 200 179	Viewed: 9/4/2024 9:59:36 AM
Purchasing and Contract Complliance	Using IP Address: 45.20.200.178	Signed: 9/4/2024 9:59:43 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Atif Henderson	CODIED	Sent: 8/21/2024 8:58:02 PM
Atif.Henderson@fultoncountyga.gov	COPIED	
Fulton County Government		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Cherie Williams	COPIED	Sent: 8/21/2024 8:58:03 PM
cherie.williams@fultoncountyga.gov	COPIED	Resent: 9/4/2024 9:59:50 AM
Fulton County Government		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Carlos Thomas	CODIED	Sent: 8/21/2024 8:58:03 PM
carlos.thomas@fultoncountyga.gov	COPIED	
Division Manager		
Fulton County Government		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dian DeVaughn	CODYED	Sent: 9/4/2024 9:59:47 AM
dian.devaughn@fultoncountyga.gov	COPIED	Viewed: 9/4/2024 12:09:50 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/21/2024 8:58:03 PM
Certified Delivered	Security Checked	9/4/2024 9:59:36 AM

Envelope Summary Events	Status	Timestamps		
Signing Complete	Security Checked	9/4/2024 9:59:43 AM		
Completed	Security Checked	9/4/2024 9:59:47 AM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Fulton County, Georgia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: glenn.king@fultoncountyga.gov

To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Fulton County, Georgia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari [™] 3.0 or
	above (Mac only)
PDF Reader:	Acrobat® or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies
	-

^{**} These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I
 consent to receive from exclusively through electronic means all notices, disclosures,
 authorizations, acknowledgements, and other documents that are required to be provided
 or made available to me by Carahsoft OBO Fulton County, Georgia during the course of
 my relationship with you.