

#### 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 **Intown Collaborative Ministries DBA Intown Cares** (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:

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**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

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County:

**SCOPE OF WORK:** 

**Consolidated Community Services Program (CCSP)** 

**CCSP Service Category:** Homelessness

**CCSP Funding Priority(ies):** 

Children and Youth: Not Applicable

**Disabilities:** Not Applicable

**Economic Stability:** Not Applicable

Health and Wellness: Not Applicable

**Homelessness:** Rapid Re-Housing These activities are designed to move homeless people quickly to permanent housing...,Street Outreach The activities are designed to meet the immediate needs of unsheltered homeless people...

Senior Services: Not Applicable

Veterans Services: Veterans Homelessness. Includes basic needs, goods and services, emergency

financial services...

#### Intown Collaborative Ministries DBA Intown Cares, Intown Cares Homeless Outreach

**Program** 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
Intown Cares	1026 Ponce de Leon Ave NE	Atlanta	GA	30306	4	3,4,5,6
Satellite work space at Church of the Common Ground	91 Peachtree St	Atlanta	GA	30303	4	4
Satellite work space at Central Outreach and	201 Washington St SW	Atlanta	GA	30303	4	4,6

Name of Program Site	Program Location (complete physical address)	Program City	Program State	_	Fulton County District of the program (Facility) location	District(s) of Fulton County Residents Served by the program (facility) location
Advocacy Center						
Satellite work space at Salvation Army	400 Luckie St NW	Atlanta	GA	30313	4	4,6
Satellite / Mobile work alongside Mercy Care Atlanta's Street Medicine Team	424 Decatur St SE	Atlanta	GA	30312	4	3,4,5,6

#### **Approach and Design:**

Intown Collaborative Ministries DBA Intown Cares, Intown Cares Homeless Outreach Program will provide services to 25 clients that reside in Fulton County, with CCSP funding.

Intown Collaborative Ministries DBA Intown Cares, will provide the following activities and services in Fulton County with CCSP funding:

Intown's Homeless Services Program works to end homelessness for anyone living unsheltered on the streets of the City of Atlanta. Our 5-step model for street outreach — engage, enroll, navigate, house, and support — has been employed to end homelessness for 1,046 neighbors since 2016. Intown's team of 16 compassionate, skilled Homeless Services Case Managers specializes in working with our city's most vulnerable neighbors - those experiencing chronic homelessness. Intown works towards the goal to make homelessness rare, brief, and nonrecurring by providing long-term engagement through consistent street outreach and intensive case

management services to connect our most vulnerable neighbors to vital social services, such as health care, substance use treatment and support, wellness programs, and housing.

Intown's homeless street outreach model is based on the best practices from across the United States for homeless street outreach.

These practices are:

- Meeting people where they are—geographically, emotionally, and physically. The effort required to engage with our team is put forth by our team, not by the client.
- Meeting a person's basic needs
- Being respectful and treating everyone with dignity
- Recognizing that the relationship is central to outreach and engagement
- Creating a safe, open, friendly space, regardless of the setting

Intown's Homeless Services program is based upon researched and proven Evidence Based Practices (EBPs): Housing First, harm reduction, motivational interviewing, and trauma informed care. Intown's work is rooted in the Housing First approach, a best practice model developed in the 1990s that prioritizes client choice and moving clients experiencing chronic homelessness as quickly as possible from where they are sleeping directly into permanent housing with non compulsory, client-centered supports. Housing First is founded on the belief that everyone is "ready" for housing immediately and that no pre-conditions need to be met in order to be eligible for Intown's services, other services, or housing. Harm Reduction focuses on helping clients reduce the negative effects of behaviors, not an all-or-nothing approach like abstinence. Intown's outreach and case management teams work with their clients to identify behaviors clients may be engaging in that cause physical or other harms and start conversations on how to reduce the harm of these behaviors and the problematic effects they have on the client's livelihood. Motivational Interviewing allows the Intown team to work collaboratively with their clients and help the client create goals by eliciting and exploring the client's own reasons for change, while working within an atmosphere of acceptance, dignity, and compassion. Intown's team assumes that every client has experienced trauma—often severe trauma—and approaches conversations with clients in a way that is respectful and sensitive to potential trauma triggers, following the trauma informed care EBP.

An Intown Homeless Services Case Manager will provide outreach and navigation support to Fulton County neighbors experiencing homelessness employing Intown's five-step model for ending unsheltered homelessness: Engage, Enroll/Assess, Navigate, House, and Support.

**Engage**: Case Manager conducts consistent street outreach, visiting the same locations — encampments, street corners, soup kitchens - to develop relationships with individuals experiencing homelessness. Case Manager will bring snack packs and hygiene kits to meet immediate needs of unsheltered neighbors. Intown collaborates with partner organizations, such as the Atlanta Community Food Bank, Second Helpings, and local faith-based organizations to obtain these resources.

**Enroll/Assess**: Once a trusting relationship has been built and a neighbor has expressed a desire to obtain permanent housing, the Case Manager assesses clients' needs and barriers to housing using the VI-SPDAT and enroll the client into Intown's program and the City of Atlanta's standardized housing queue (HMIS).

Navigate: Case Manager provides intensive case management to address and overcome barriers to housing, navigate the client to obtain needed documentation to be eligible for appropriate permanent housing, and connect with any other needed resources. To ensure clients receive appropriate and timely medical and mental health care, Intown collaborates with Mercy Care Street Medicine and Good Samaritan Health Clinic. Intown collaborates with partner agencies, such as Crossroads Community Ministries, Central Outreach and Advocacy Center, and River Edge to obtain birth certificates, Identification Cards, Social Security card, and disability assessment and verification when applicable.

**House**: Case Manager connects clients to appropriate permanent housing solutions, including Rapid Rehousing units, voucher units through the Georgia Housing Voucher Program and the Atlanta Housing Authority, and Permanent Supportive Housing units funded through HUD. Case Manager assists with moving clients into their new home and provides a "warm hand-off" to housing support service staff either on the Intown team or provided by the housing agency. Housed clients will also be eligible to receive grocery deliveries from Intown's food programs during the first three months of moving into housing.

Support: Clients who have recently transitioned into housing receive case management services, either from our Housing Support team or a partner organization. This support helps them stabilize in all areas of life and prevent recurrences of homelessness. This program phase includes Intown's Rapid Rehousing program, funded under the Partners for HOME LIFT 2.0 grant, which has provided Case Management and stabilization services to 114 clients during a one-year RRH program since September of 2022. In addition to Intown's Homeless Services Program, the organization also runs one of the largest, low-barrier, modified client choice food pantries in the metro area, focused on ending food insecurity with consistent, frequent, non-limited access to food. One of the ways that Intown has overlaid our Food Security program with our Homeless Services program is by delivering groceries weekly to clients who have moved through our Homeless Services program into their own homes. In 2023, in partnership with Amazon, Intown delivered weekly groceries to 161 formerly unhoused Intown Clients. This overlay is focused on preventing food insecurity as well as preventing recurrences of homelessness.

While Intown does not have a specific program focused on ending Veteran homelessness, the organization works with Veterans who have fallen into Chronic Homelessness and have fallen through the cracks of the typical Veterans service funding stream SSVF which focuses on utilizing homeless prevention and rapid rehousing to end homelessness. For those who need a higher level of support and care, Intown is a needed intervention. To date in FY24 (beginning 7/1/23), Intown has worked with 30 Veterans, including 15 staying in shelter at Clifton Sanctuary Ministry, and 5 have moved into housing. During FY2023 Intown worked with 42 Veterans and housed 20. Intown is assessing opportunities to formalize our work with Veterans in the coming year, bringing visibility to those Veterans who need an increased level of services and support to end their experiences of homelessness.

#### **Designation of CSP Funds:**

Based on the awarded amount of <u>\$30,000.00</u>, 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	\$1,500.00
Operational	\$0.00
Direct Services	\$28,500.00
Total	\$30,000.00

#### **Explanation of Funding Details:**

Docusign Envelope ID: 72BE7221-DFF5-4E85-BEE4-F9D9840A8062

Intown Cares requests \$30,000 in Fulton County Community Services Program funding. The

funds will be used over a one-year period to employ one part time Homeless Services Case

Manager to conduct effective street outreach.

Of the total funding request of \$30,000, 95% is allocated to direct service expenditures. This line

item includes the salaries and benefits for one, part-time Homeless Outreach Case Manager.

Administrative expenses account for 5% of the total funding request. This line item includes

expenses associated with program personnel management and performance measurement

reporting, including the salary and benefits of the Director of Homeless Services.

**Program Performance Measures:** 

Intown Collaborative Ministries DBA Intown Cares 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:** Not Applicable

**Economic Stability:** Not Applicable

Health and Wellness: Not Applicable

Homelessness: Number of individuals placed in Permanent Supportive Housing

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:

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Intown will utilize the following County Defined Key Performance Indicators:

- « Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created (Increase in income, access to case or noncash mainstream benefits).
- « Number of individuals assisted through Rapid Re-Housing. The activities are designed to move people experiencing homelessness quickly to permanent housing through housing relocation and stabilization services and short-and/or medium-term rental assistance. Intown has two Case Managers funded through a Department of Community Affairs grant. Appropriate Fulton County clients may be funneled to this housing stability opportunity.
- « Permanent supportive housing options for individuals/households who are chronically homeless: The activities are designed to move people experiencing chronic homelessness quickly to permanent housing with ongoing life-skills support through the Partners for HOME housing queue. Intown specializes in ending Chronic Homelessness and more than half of our housed clients move into PSH placements each year.

Intown's Outreach program provides engagement with individuals experiencing homelessness and navigates the process with them of accessing housing. Once a client has chosen to accept services from Intown and is officially enrolled into our program, our team of Case Managers, utilizing evidence-based practices of trauma informed care and harm reduction, work with clients to decrease or eliminate their barriers to self-sufficiency and to create paths to self-sufficiency.

Intown, as a member of the Atlanta COC, has used Client Track Homeless Management Information System (HMIS) since 2015. Intown is a Coordinated Entry (CE) provider and places individuals experiencing homelessness on the CE queue during the enroll/assess stage of its approach to preventing and reversing homelessness. Intown tracks the navigation stage of its approach through Client Track enrollment projects. Intown will continue using HMIS for future work and is committed to providing training to new hires and refresher training to staff on a quarterly basis. Webinar training conducted by the Institute for Community Alliances (ICA), which manages the Georgia HMIS system, is required before each new staff member gains access to the HMIS system. Case management, Individualized Service Plans, Document Ready status, and all other metric data are managed in the secure Client Track HMIS system. Each client must have at least one case management service entered each month in Client Track in order to remain an active client. Leadership tracks Case Manager engagement with clients by analyzing this data.

As required by the Atlanta COC, Intown uses the VI-SPDAT tool embedded in the Client Track HMIS system to assess clients for housing eligibility and need. Clients who score over an 11 are likely to Chronically Homeless and will be prioritized to stabilize in a Permanent Supportive Housing (PSH) solution. Clients scoring 10 or under are likely to be able to stabilize through a Rapid Re-housing intervention, a state or City issued housing voucher, or homelessness prevention.

Intown enrolls clients on the City of Atlanta Continuum of Care housing queue through the Homeless Management Information System Client Track, performing a VI-SPDAT assessment to determine need and capacity. Case managers then work with clients to obtain the four required documents for housing placements — birth certificate, state issued ID, social security card, and a HUD-McKinney disability form, so that when a

client reaches the top of the housing queue all documents are in hand and the client is ready to be moved into a housing intervention. A client is considered "document ready" when these four items are in hand, and this eliminates the major barriers to housing stability and therefore to self-sufficiency. Following the Housing First approach, these barriers to housing stability are the only thing that truly must be accomplished before a person moves into a housing solution. Additional life-skills training, financial literacy training, job skills and employability training, addiction recovery, applications for SSI/SSDI, etc. can all take place once a client has been moved into their home. In practice, however, our Case Managers are working on decreasing barriers in all these arenas during the navigation phase of our program as well.

Since 2022 Intown has been funded for a Rapid Rehousing program with Partners for HOME and a Georgia Housing Voucher Program pipeline in collaboration with the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD). These diversified pathways to housing support have allowed us to house clients more quickly and efficiently.

In the last 12 months (February 25, 2023 - February 24, 2023), Intown navigated 180 individuals into Permanent Supportive Housing, Rapid Rehousing, Voucher, and family reunification opportunities. Many of these RRH placements were funded through the City of Atlanta LIFT 2.0 program. The average number of days of enrollment in our program of clients housed within the last year is 168, down from 390 last year. This includes clients who have taken years to engage and navigate with the longest number of days enrolled leading to a successful housing intervention being 1,144. It also includes a handful of clients who were only enrolled 1-20 days, due to the availability of rapid rehousing units or family reunification.

While Intown cannot fully control the length of time from enrollment date to housed date due to housing inventory and availability, we can control the length of time it takes to ensure that a client is document ready, removing that barrier to stability. Currently, Intown has 49 document ready clients on the active housing queue, and the average number of days from enrollment to document ready status for those clients is 122 days, down from 168 last year.

If funded at the \$30,000 level, Intown will employ 1 PTE to provide Homeless Outreach services in areas of Fulton County where homeless experiences are frequent (Church of the Common Ground / Downtown). As Intown's CCG position has been partially funded by Fulton County for the past two years, this position is already in place and this case manager will continue to do the work of engaging, enrolling, navigating, housing, and supporting clients experiencing homelessness downtown.

Intown anticipates the following KPIs for 0.5 Case Managers funded through Fulton County Consolidated Community Services Program:

- « Homelessness Number of individuals assisted through Street Outreach 25
- « Number of individuals assisted through Rapid Re-housing 2
- « Number of individuals placed in Permanent Supportive Housing 5

#### **Agency Defined Performance Measure(s):**

- « Number of contacts 20 per month per case manager
- « Number of individuals contacted (unduplicated) 5 10 per month per case manager
- « Number of individuals enrolled 25 per case manager over one year
- « Number of case management services provided 200 over one year per case manager

#### 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 31<sup>st</sup> 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

137 Peachtree Street, SW Atlanta, Georgia 30303

hsd.grants@fultoncountyga.gov

To Contractor:

# Intown Collaborative Ministries DBA Intown Cares 1026 Ponce de Leon Ave NE Atlanta, Georgia 30306

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 **Intown Collaborative Ministries DBA Intown Cares**, 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.

#### ARTICLE XIII – PRECEDENCE OF AGREEMENT

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.

#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)] Intown Collaborative Ministries DBA Intown Cares 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 Fulton County Government, 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 Fulton County Government at the time the subcontractor(s) is retained to perform such service.

#### 1134173

EEV/Basic Pilot Program\* User Identification Number

Intown Collaborative Ministries DBA Intown Cares

Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

#### **Executive Director**

Title of Authorized Officer or Agent of Contractor of Contractor

#### **Bradford Schweers**

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 2 6 day of February

Notary Public:

County:

Wali Muhammed

NOTARY PUBLIC

Commission Expires: Fulton County, GEORGIA

My Commission Expires 02/28/2025

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.

2\* [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].

#### 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 services<sup>3</sup> under a contract with **[insert name of prime contractor (Agency)]** Intown Collaborative Ministries DBA Intown Cares on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

N/A
EEV/Basic Pilot Program* User Identification Number of Subcontractor
N/A
Name of Subcontractor (Individual/Agency)
N/A
BY: Authorized Signature Officer or Agent of Subcontractor
N/A
Title of Authorized Officer or Agent of Subcontractor
N/A
Printed Name of Authorized Officer or Agent of Subcontractor
Sworn to and subscribed before me this day of, 20
Notary Public:
County:
Commission Expires:

<sup>&</sup>lt;sup>3</sup>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.

<sup>&</sup>lt;sup>4\*</sup>[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].

**INTOMIN-01** 

**LAJANI** 

DATE (MM/DD/YYYY)

#### CERTIFICATE OF LIABILITY INSURANCE

7/11/2024

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

th	nis certificate does not confer rights to	o the	cert	ificate holder in lieu of su	ıch end	lorsement(s)	).	- require an endo			
PRODUCER Biltmore Insurance Services, LLC				CONTACT NAME: PHONE (770) 024 2240 FAX (770) 722 2004							
2009 Montreal Rd. Ste. B					PHONE (A/C, No, Ext): (770) 934-3248 FAX (A/C, No): (770) 723-8081					723-8081	
Tuc	ker, GA 30084				ADDRE	SS:					
							` '	RDING COVERAGE			NAIC #
						RA: First Co					
INSU	INTOWNCOllaborative Ministr	ioo			INSURE	RB: Ace Fir	e Underwri	ters Ins Comp			20702
	Chloe Cook	162			INSURE	R C :					
	1026 Ponce de Leon Ave.				INSURE	R D :					
	Atlanta, GA 30306				INSURE	RE:					
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Atlanta, GA 30303-3408											

ACORD 25 (2016/03)

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#### 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: Judith Davis, CISR, CPSR PRODUCER FAX (A/C, No): PHONE (770) 551-3270 (770) 551-3289 Hamby & Aloisio Inc. (A/C, No, Ext): judith@hains.com 53 Perimeter Center East #400 ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# GA 30346 Atlanta **Great American Assurance** INSURER A: INSURED INSURER B : Intown Collaborative Ministries, Inc., DBA: Intown Cares INSURER C: 1026 Ponce de Leon Ave INSURER D : INSURER E : GA 30306 Atlanta INSURER F : COVERAGES 2024-2025 **CERTIFICATE NUMBER: 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 1,000,000 **COMMERCIAL GENERAL LIABILITY** EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE | X OCCUR 100,000 PREMISES (Ea occurrence) 10,000 MED EXP (Any one person) MAC0664626 10 1,000,000 Α 02/24/2024 02/24/2025 PERSONAL & ADV INJURY 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 3,000,000 POLICY PRODUCTS - COMP/OP AGG \$ \$ OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 1,000,000 \$ ANY AUTO BODILY INJURY (Per person) SCHEDULED OWNED AUTOS ONLY HIRED MAC0664626 10 02/24/2024 02/24/2025 BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE \$ AUTOS ONLY **AUTOS ONLY** \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT N/A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$1MIL/\$3MIL Limit Professional Liability \$500/\$500 Limit MAC0664626 10 02/24/2024 02/24/2025 Abuse and Molestation DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Fulton County Government 141 Pryor St SW **AUTHORIZED REPRESENTATIVE** GA 30303-3408 Atlanta

Re: COI Outstanding Waiver Request (Intown)- Approved

Everhart, Tawanda < Tawanda. Everhart@fultoncountyga.gov>

Thu 8/8/2024 11:46 AM

To:Wren Carlson <wren.carlson@intowncares.org> Cc:Joshua Carlson <joshua.carlson@intowncares.org>

1 attachments (30 KB)

Outlook-signaturel;

Your application is in correcting mode. Please upload into supporting documentation.



# Tawanda Everhart, CPM® Grant Administrator

Youth and Community Services

Division | Department of

Community Development

137 Peachtree Street, SW,

Atlanta | Georgia 30303

404-406-4003 (office) | 404-612-

3581 (efax)

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E-News

From: Wren Carlson < wren.carlson@intowncares.org >

Sent: Thursday, August 8, 2024 11:14:25 AM

**To:** Everhart, Tawanda < Tawanda. Everhart@fultoncountyga.gov>

Cc: Joshua Carlson < joshua.carlson@intowncares.org>

Subject: Re: COI Outstanding Waiver Request (Intown)- Approved

Thank you, Twanda. We cannot upload this email because our application status shows "submitted". Can you please change it to in process or which ever one will allow us to add the info.?



#### Wren Carlson

Development Associate, Corporate Engagement M: (404) 618-4947 E: wren.carlson@intowncares.org 1026 Ponce De Leon Ave NE, Atlanta, GA 30306 intowncares.org

**From:** Everhart, Tawanda <Tawanda.Everhart@fultoncountyga.gov>

Sent: Wednesday, August 7, 2024 3:01 PM

To: Wren Carlson < wren.carlson@intowncares.org>

Subject: FW: COI Outstanding Waiver Request (Intown)- Approved

Waiver Approved. Please upload this email and your COI doucment as one into Webgrants. Your agency will be moving on to the contract development phase as soon as you submit this.

#### **Thanks**



### Tawanda Everhart, CPM® Grant Administrator

Youth and Community Services
Division | Department of
Community Development
137 Peachtree Street, SW,
Atlanta | Georgia 30303
404-406-4003 (office) | 404-6123581 (efax)
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E-News

#### Good morning Tawanda,

Based on the current General Liability coverages exceeding the minimum requirements. The waiver request for Umbrella coverage is approved.

As evidence of this approval, please ask the agency to include this email with the COI as one document and upload into WebGrants.

#### Thank you!

#### **Cherie Williams**

**Program Manager** 

Youth and Community Services Division | Department of Community Development

404-612-5348 (office) | 404-612-1109 (efax)

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From: Everhart, Tawanda < <a href="mailto:Tawanda.Everhart@fultoncountyga.gov">Tawanda.Everhart@fultoncountyga.gov</a>>

Sent: Tuesday, August 6, 2024 11:37 AM

**To:** Williams, Cherie < <a href="mailto:Cherie.Williams@fultoncountyga.gov">Cherie.Williams@fultoncountyga.gov</a>> **Subject:** Fwd: COI Outstanding Waiver Request (Intown)

**Greetings Cherie:** 

Please see the waiver request for Intown.

**Thanks** 



### Tawanda Everhart, CPM® Grant Administrator

Youth and Community Services
Division | Department of
Community Development
137 Peachtree Street, SW,
Atlanta | Georgia 30303
404-406-4003 (office) | 404-6123581 (efax)
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E-News

From: Wren Carlson < wren.carlson@intowncares.org >

Sent: Tuesday, August 6, 2024 11:34:39 AM

**To:** Everhart, Tawanda < <u>Tawanda.Everhart@fultoncountyga.gov</u>>

Cc: Joshua Carlson < joshua.carlson@intowncares.org>

**Subject:** Re: COI Outstanding

Intown Cares respectfully requests a waiver for the Umbrella Policy associated with the Consolidated Community Services Program for this year. Because the coverage levels for our general policy combined with our Worker's Compensation coverage have historically been sufficient, we do not carry an Umbrella Policy. Thank you for your partnership in our work and for considering this waiver.



#### **Wren Carlson**

Development Associate, Corporate Engagement M: (404) 618-4947 E: <a href="mailto:wren.carlson@intowncares.org">wren.carlson@intowncares.org</a> 1026 Ponce De Leon Ave NE, Atlanta, GA 30306 intowncares.org

From: Everhart, Tawanda < <a href="mailto:Tawanda.Everhart@fultoncountyga.gov">Tawanda.Everhart@fultoncountyga.gov</a>>

Sent: Tuesday, August 6, 2024 10:52 AM

**To:** Wren Carlson < <u>wren.carlson@intowncares.org</u>>

Subject: Re: COI Outstanding

Yes that seems fine. Please send an email requesting a waiver and the reasons behind you feel you need the waiver.

**Thanks** 

### Tawanda Everhart, CPM® Grant Administrator

Youth and Community Services
Division | Department of
Community Development
137 Peachtree Street, SW, Atlanta
| Georgia 30303
404-406-4003 (office) | 404-6123581 (efax)
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E-News

From: Wren Carlson < wren.carlson@intowncares.org >

Sent: Tuesday, August 6, 2024 10:50:49 AM

**To:** Everhart, Tawanda < <u>Tawanda.Everhart@fultoncountyga.gov</u>>

Subject: Re: COI Outstanding

Yes, I believe we need to do a waiver for the Umbrella policy. Is there a waiver form for me to complete? Can you please confirm that the standard COI and workers comp COI is sufficient?



#### **Wren Carlson**

Development Associate, Corporate Engagement M: (404) 618-4947 E: <a href="mailto:wren.carlson@intowncares.org">wren.carlson@intowncares.org</a> 1026 Ponce De Leon Ave NE, Atlanta, GA 30306 <a href="mailto:intowncares.org">intowncares.org</a>

From: Everhart, Tawanda < <a href="mailto:Tawanda.Everhart@fultoncountyga.gov">Tawanda.Everhart@fultoncountyga.gov</a>>

Sent: Tuesday, August 6, 2024 9:39 AM

To: Wren Carlson < wren.carlson@intowncares.org >

Subject: RE: COI Outstanding

#### Mr. Carlson:

What did you decide to do about the Umbrella Policy? The coverage is needed if you are not requesting a waiver.

#### **Thanks**



### Tawanda Everhart, CPM® Grant Administrator

Youth and Community Services
Division | Department of
Community Development
137 Peachtree Street, SW,
Atlanta | Georgia 30303
404-406-4003 (office) | 404-6123581 (efax)
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**From:** Wren Carlson < <u>wren.carlson@intowncares.org</u> >

Sent: Thursday, August 1, 2024 2:37 PM

**To:** Everhart, Tawanda < <u>Tawanda.Everhart@fultoncountyga.gov</u>>

Subject: Re: COI Outstanding

#### Twanda.

Thank you for the site visit this week. I hate that I couldn't meet you then but something came up. We had previously attached the workers comp COI before submitting again the week of July 14.

I am trying to attach it again but cannot due to the status of the application. I am attaching it here for good measure.

Please advise.



#### Wren Carlson

Development Associate, Corporate Engagement M: (404) 618-4947 E: <a href="mailto:wren.carlson@intowncares.org">wren.carlson@intowncares.org</a> 1026 Ponce De Leon Ave NE, Atlanta, GA 30306 <a href="mailto:intowncares.org">intowncares.org</a>

**From:** Everhart, Tawanda < <u>Tawanda.Everhart@fultoncountyga.gov</u>>

**Sent:** Wednesday, July 31, 2024 5:29 PM

**To:** Wren Carlson < <u>wren.carlson@intowncares.org</u>>; Katie Farmer < <u>katie.farmer@intowncares.org</u>>

**Subject:** COI Outstanding

#### **Greetings:**

Your COI is still outstnding because it is missing the worker's compensation. Would you like to request a waiver for this coverage? If so, send an email requesting a waiver and your reasons why. We can't move to the next phase of contract development until your insurance is complete.

#### **Thanks**



## Tawanda Everhart, CPM® Grant Administrator

Youth and Community Services
Division | Department of
Community Development
137 Peachtree Street, SW,
Atlanta | Georgia 30303
404-406-4003 (office) | 404-6123581 (efax)
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Instagram | FGTV | #OneFulton
E-News

**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: Intown Collaborative Ministries** dba Intown Cares **FULTON COUNTY, GEORGIA** VENDOR NAME DocuSigned byName of Signatory: **Bradford Schweers** DocuSigned by: Robert L. Pitts Executive Director Robert L. Pitts, Chairman **Authorized Signature** Fulton County Board of Commissioners ATTEST: ATTEST: **James Howle** Signed by: Name of 2nd Signatory: Tonya R. Grier James Howhele of 2nd Signatory: **Director of Finance and Operations** -EE32FDC73FF94B7. 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: 72BE7221DFF54E85BEE4F9D9840A8062

Subject: Please DocuSign: 2024 CCSP Contract-Intown Collab Ministries dba Intown Cares-BOC Agenda#24-0350

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 35 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:** 

Status: Completed

Cherie.Williams@fultoncountyga.gov

IP Address: 136.55.230.223

**Record Tracking** 

Status: Original

8/8/2024 4:34:46 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Cherie Williams

Cherie.Williams@fultoncountyga.gov

Pool: StateLocal

Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

**Signer Events** 

**Bradford Schweers** brad@intowncares.org

**Executive Director** 

Security Level: Email, Account Authentication

(None)

Signature

Bradford Schweers

Signature Adoption: Pre-selected Style

Using IP Address: 173.160.72.237

**Timestamp** 

Sent: 8/8/2024 4:43:50 PM Resent: 8/13/2024 12:55:55 PM Viewed: 8/13/2024 3:21:20 PM Signed: 8/13/2024 3:22:03 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 8/13/2024 3:21:19 PM

ID: e89bb0e8-d566-4c18-894a-153a6b229a7a

James Howle

james.howle@intowncares.org

Security Level: Email, Account Authentication

(None)

James Howle

E32FDC73FF94B7.

Signature Adoption: Pre-selected Style Using IP Address: 173.160.72.237

Sent: 8/13/2024 3:22:06 PM

Resent: 8/23/2024 4:50:52 PM Resent: 9/23/2024 1:39:22 PM Resent: 9/24/2024 1:39:52 PM Viewed: 9/26/2024 2:48:27 PM Signed: 9/26/2024 2:51:07 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 9/26/2024 2:48:27 PM

ID: 0236dd73-cf28-4daa-afaa-70e9866c710e

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

Using IP Address: 45.20.200.178

Sent: 9/26/2024 2:51:10 PM

Viewed: 9/27/2024 9:46:00 AM

Signed: 9/27/2024 9:46:14 AM

Stanley Wilson

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

Sent: 9/27/2024 9:46:16 AM Viewed: 9/27/2024 9:48:41 AM Signed: 9/27/2024 9:48:48 AM

**Signer Events** Signature **Timestamp Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 9/27/2024 9:48:51 AM Lauren Hansford Completed lauren.hansford@fultoncountyga.gov Viewed: 9/27/2024 10:11:22 AM Signed: 9/27/2024 10:14:31 AM Security Level: Email, Account Authentication Using IP Address: 24.99.91.51 (None) **Electronic Record and Signature Disclosure:** Accepted: 9/27/2024 10:11:22 AM ID: c11960d3-6e52-44a8-a96a-ce40b52e7ad4 **David Lowman** Sent: 9/27/2024 10:14:34 AM David Lowman David.Lowman@fultoncountyga.gov Viewed: 9/27/2024 10:15:55 AM Security Level: Email, Account Authentication Signed: 9/27/2024 10:21:49 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 73.43.218.125 **Electronic Record and Signature Disclosure:** Accepted: 9/27/2024 10:15:55 AM ID: ade12029-868f-45de-8b24-66bc768554ef Nikki Peterson Sent: 9/27/2024 10:21:52 AM Completed nikki.peterson@fultoncountyga.gov Viewed: 9/30/2024 10:30:30 AM Chief Deputy Clerk to the Board of Commissioners Signed: 9/30/2024 10:31:23 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: 9/30/2024 10:31:26 AM Robert L. Pitts michael.oconnor@fultoncountyga.gov Viewed: 9/30/2024 10:32:25 AM Security Level: Email, Account Authentication Signed: 9/30/2024 10:32:25 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 136.226.3.96

**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:

Torrya R. Grice

EEC476C4837648D...

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

Sent: 9/30/2024 10:32:27 AM

Viewed: 9/30/2024 10:49:12 AM

Signed: 9/30/2024 10:49:21 AM

**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: 9/30/2024 10:49:25 AM			
mark.hawks@fultoncountyga.gov	- Compressed	Resent: 9/30/2024 11:12:53 AM			
Chief Assistant Purchasing Agent		Viewed: 9/30/2024 11:23:54 AM			
Purchasing and Contract Complliance	Using IP Address: 74.174.59.4	Signed: 9/30/2024 11:23:59 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			
Agent Delivery Events	Otatus	Timestamp			
Intermediary Delivery Events	Status	Timestamp			
Certified Delivery Events	Status	Timestamp			
Coldina Delivery Events	Julus	imostamp			
Carbon Copy Events	Status	Timestamp			
Atif Henderson	CODIED	Sent: 8/8/2024 4:43:48 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	CORTER	Sent: 8/8/2024 4:43:48 PM			
cherie.williams@fultoncountyga.gov	COPIED	Resent: 9/30/2024 11:24:10 AM			
Fulton County Government					
Security Level: Email, Account Authentication					
(None)					
Electronic Record and Signature Disclosure: Not Offered via DocuSign					
Carlos Thomas	COPIED	Sent: 8/8/2024 4:43:49 PM			
carlos.thomas@fultoncountyga.gov	COLIED				
Division Manager					
Fulton County Government					
Security Level: Email, Account Authentication					
(None)					
Electronic Record and Signature Disclosure: Not Offered via DocuSign					
Dian DeVaughn	CODIED	Sent: 9/30/2024 11:24:04 AM			
dian.devaughn@fultoncountyga.gov	COPIED	Viewed: 9/30/2024 3:19:16 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	8/8/2024 4:43:48 PM			
Envelope Updated	Security Checked	9/24/2024 1:39:51 PM			
51000 0000000	Cooding Onlockou	5, = ., E0E 1 1.00.01 1 W			

Envelope Summary Events	Status	Timestamps				
Envelope Updated	Security Checked	9/24/2024 1:39:51 PM				
Envelope Updated	Security Checked	9/24/2024 1:39:51 PM				
Certified Delivered	Security Checked	9/30/2024 11:23:54 AM				
Signing Complete	Security Checked	9/30/2024 11:23:59 AM				
Completed	Security Checked	9/30/2024 11:24:04 AM				
Payment Events Status Timestamps						
Electronic Record and Signature Disclosure						

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#### 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 <sup>™</sup> 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
	-

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