

#### 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 **Latin American Association** (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

County:

**SCOPE OF WORK:** 

**Consolidated Community Services Program (CCSP)** 

**CCSP Service Category:** Economic Stability/Poverty

**CCSP Funding Priority(ies):** 

Children and Youth: Not Applicable

**Disabilities:** Not Applicable

**Economic Stability:** Emergency Financial Assistance inclusive of Rental and Mortgage

assistance as well as Utility assistance

Health and Wellness: Not Applicable

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Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Latin American Association, 2024 Latino Self-Sufficiency Initiative 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<br>Program<br>Site | Program Location (complete physical address) | Program<br>City | Program<br>State | Program<br>Zip code | Fulton County District of the program (Facility) location | District(s) of Fulton County Residents Served by the program (facility) location |
|----------------------------|--|-----------------|------------------|---------------------|---|--|
| Latin American Association | 2750 Buford<br>Hwy                           | Atlanta         | Georgia          | 30324-<br>3208      | 3   | 1,2,3,4,5,6  |

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

Latin American Association, 2024 Latino Self-Sufficiency Initiative will provide services to 1890 clients that reside in Fulton County, with CCSP funding.

Latin American Association, will provide the following activities and services in Fulton County with CCSP funding:

#### LATINO SELF-SUFFICIENCY INITIATIVE

The Latino Self-Sufficiency Initiative features an innovative and highly effective program model that combines direct services and advocacy to achieve lasting self-sufficiency outcomes for low-income Latino individuals and families in Fulton County and beyond. The Latino Self-Sufficiency Initiative includes the following components:

1) Latino Assistance Program

2) Advocacy: Affordable Housing for Latinos

DIRECT SERVICES: LATINO ASSISTANCE PROGRAM

The Latino Assistance Program provides direct services that empower Latino individuals and families to achieve self-sufficiency through a three-tiered approach of 1) stabilization; 2) intervention services; and 3) prevention. This continuum of services first resolves urgent needs then mitigates barriers to stability and moves participants along a path to long-term self-sufficiency.

Stabilization: Responding to urgent needs

For Latinos in crisis and/or facing economic hardships, the Latino Assistance Program provides a comprehensive menu of services to stabilize individuals and families and ensure basic needs are met.

Stabilization services provided include:

• Emergency financial assistance\*

·Housing/shelter placement

•Food and clothing assistance

•Family crisis assistance

•Safety and shelter placement for victims of domestic violence

\*Includes rent, mortgage, utility, security deposit and application fees provided according to need, typically on a one-time basis and/or limited to the amount of a maximum three month's service per year. To be eligible for financial assistance, participants must be 50% Area Median Income (AMI) or less.

Following initial stabilization through the resolve of urgent issues, the Latino Assistance Program supports clients for 90 days (and longer, if needed) to prevent crisis or emergency situations from reoccurring.

**Intervention**: Removing barriers to stability

LAA staff and stabilized participants collaborate to develop Individual Service Plans (ISP) that target individual issues, barriers, personal resources, and necessary steps for improved economic, housing, and family stability. The ISP is strengths-based, actionoriented and culturally and linguistically appropriate. Empowerment coaching provided by program staff teaches participants to identify barriers to stability and work proactively to address them.

Intervention services offered include:

• Immigration and domestic violence legal services

•Benefits enrollment assistance (SNAP, Medicaid, and TANF)

•employment services and job placement assistance

Financial education classes

Housing counseling

•Referrals for healthcare services and other resources

Parenting classes

**Prevention:** Promoting long-term self-sufficiency

Services and referrals to improve language skills, build credit and savings, prepare for career advancement, and learn other critical life skills prevent crisis and instability from reoccurring and promote long-term self-sufficiency. Ongoing empowerment coaching ensures that Latino individuals and families are equipped with the skills and knowledge they need to recognize and remove future impediments to self-sufficiency on their own.

Prevention services offered include:

• English language and computer classes

·Support groups

·Financial planning

·Parenting classes

•Referrals for adult education programs and services

•Referrals for additional prevention services and resources

The Latino Assistance Program serves clients at the LAA's three offices including our Atlanta headquarters, as well as through

mobile service delivery at locations across Fulton County where large concentrations of Latino residents live and work.

EVIDENCE-BASED BEST PRACTICE: EMPOWERMENT COACHING

In 2015, the Latino Assistance Program shifted from a traditional case management model to an empowerment coaching approach - an innovative, best-practice in achieving self-sufficiency for low-income, minority populations with barriers to success. Case management is a deficit-based program model that identifies deficiencies, gives clients standardized options, and manages paperwork. Empowerment coaching, on the other hand, is an asset-based approach wherein the participant leads the process with the coach providing asset-based guidance and support. This methodology identifies existing strengths, assets, and resources and builds upon those to move individuals and families to self-sufficiency. The Annie E. Casey Foundation is a leader in the research, development and study of empowerment coaching. Through a grant from The Goizueta Foundation, the LAA contracted with the Annie E. Casey Foundation to provide training on empowerment coaching for all program staff and leadership.

SYSTEMIC CHANGE: AFFORDABLE HOUSING ADVOCACY AND LATINO HOUSING SUMMIT

Housing stability is a critical pre-requisite for long-term self-sufficiency, yet for many Latino individuals and families, remains a significant challenge due in large part to lack of availability and access to affordable housing. Recognizing this, the Latino SelfSufficiency Initiative works to mitigate housing instability as a barrier to self-sufficiency by advancing systemic solutions to housing issues and challenges for Latinos in Fulton County and across Atlanta. Through Fulton CSP funding, the Latino Self-Sufficiency Initiative in 2021 will grow and strengthen the following scope of work to significantly reduce housing instability and unaffordability as a leading impediment to long-term self-sufficiency for Latino residents of Fulton County.

#### ADVOCACY: AFFORDABLE HOUSING FOR LATINOS

Affordable housing has been a key focus of the LAA's advocacy agenda from the start, at a local level to address rezoning and redevelopment in Fulton County and surrounding areas at state and local levels through the promotion of policies that increase access to affordable housing for vulnerable populations, such as the Latino community.

At the systems-level, the Latino Self-Sufficiency Initiative works to expand relationships with housing-related agencies and convene stakeholders to build coalitions that pursue local and state equitable housing policies and expand state and local funding for affordable housing initiatives. This includes LAA leadership of the Housing Georgia Steering Committee to move state-level practices in a direction that will expand state funding for affordable housing initiatives in metro Atlanta, including Fulton County. Currently comprised in addition to the LAA of Georgia Metro Fair Housing, Georgia Alliance to End Homelessness, Enterprise, Georgia Habitat for Humanity, and the Statewide Independent Living Council of Georgia, this coalition is a lead driver of systemic solutions to issues and barriers impacting housing stability for Latino individuals and families.

At the state-level, the LAA's Managing Director of Advocacy meets frequently with state legislators to keep them apprised of issues and trends impacting affordable housing for Latino individuals and families and serving as a voice for the Latino community. Through our networks with other immigrant-serving agencies and role as Legislative Chair for the Coalition of Refugee Services Agencies (CRSA), the LAA maintains ongoing dialogue with refugee resettlement agencies and others around the location of affordable housing and macro-level trends that affect Latinos, particularly first generation immigrants. The advocacy work of the Latino Self-Sufficiency Initiative also includes the LAA's lead role in the Refugee and Immigrant Housing Working Group, a consortium of agencies that serve immigrants and the public. This coalition builds upon the LAA's work as a lead agency with the Welcoming Atlanta initiative through the Atlanta Mayor's Office and, through the LAA's leadership, has grown to become an influential group of 15 key agencies who provide solutions to metro-Atlanta housing challenges and drive their adoption and implementation at the local level, including Fulton County. In addition to the LAA, members of Refugee and Immigrant Housing Working Group include federal agencies such as Housing and Urban Development, Federal Deposit Insurance Corporation, and Fannie Mae; leading nonprofits including Catholic Charities; and government agencies including Fulton County and City of Atlanta.

In 2017, the efforts of the LAA-led Refugee and Immigrant Housing Working Group resulted in unanimous approval by the Atlanta City Council of the final \$40 million of the Housing Opportunity Bond for affordable housing and activation of an affordable housing collaboration between the Atlanta Housing Authority, City of Atlanta and Invest Atlanta. This funding will afford homeowner renovations, multifamily developer loans, down payment assistance, nonprofit development loans, and land assemblage for affordable and workforce housing development.

Additionally, the Latino Self-Sufficiency Initiative works with the Georgia State Continuum of Care and Fulton County to plan and recruit volunteers for the annual Georgia County Homeless Point in Time Count in Fulton. The LAA's Managing Director of

Advocacy is also working to develop and implement housing "know your rights" seminars for Fulton County residents -- an effort that will increase their ability to respond to landlord abuse, evictions and other activities that threaten their housing stability.

#### FULTON CCSP "Health & Human Services" STRATEGIC PRIORITY AREA PROGRAM OBJECTIVES

The Latino Self-Sufficiency Initiative addresses the following three Fulton County "Health & Human Services" strategic priority area program objectives:

- 1. Economic Stability: Fewer residents live in poverty
- 2. Housing: Residents have better access to affordable housing
- 3. Food: Fewer residents experience hunger

Outcomes in these areas are achieved through an unparalleled combination of direct services and advocacy that empowers Latino residents of Fulton County to achieve self-sufficiency. The direct services of the Latino Self-Sufficiency Initiative provided through its Latino Assistance Program address hunger, housing, and economic stability through rent, mortgage and utility financial assistance; affordable housing placement assistance; SNAP and

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

Based on the awarded amount of <u>\$50,000.00</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 (5% Admin max of funds awarded.) | \$2,500.00                        |
| Operational                                     | \$500.00                          |
| Direct Services                                 | \$47,000.00                       |
| Total   | \$50,000.00                       |

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

We are respectfully requesting \$50,000 to support our Latino Self-Sufficiency Program. This program is housed in our Department of Family Services & Well-Being, and is aimed at supporting families and individuals who are experiencing emergency situations, including hunger and homelessness.

#### **Administrative Expenses**

• Salary – \$2,500 for administrative support, including data analysis and grant management staff time to track, analyze and report on grant requirements.

#### **Operational Expenses**

• Supplies – \$500 for operational supplies (e.g., paper, toner, printing, etc.) for our Family Services & Well-Being Department

#### **Direct Service Expenses**

- Salary \$22,000 for salary and benefits for Latino Self-Sufficiency case management. The case manager
  works directly with program clients in emergency situations.
- Emergency Financial Assistance \$25,000 for financial assistance made on the behalf of cilent families and individuals for rent, utilities, food, shelter, and transportation assistance.

#### **Program Performance Measures:**

Latin American Association 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: Number of individuals receiving Emergency Financial Assistance

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:

The Latino Self-Sufficiency Initiative achieves its goal of self-sufficiency for Latino individuals and families through a methodology that combines direct services that empower Latinos to achieve and maintain long-term stability and advocacy to address roots causes of economic instability. The Latino Self-Sufficiency Initiative achieves outcomes at the individual level through the direct services while using advocacy to advance systemic solutions to housing instability, a key issue impacting the ability of Latinos in Fulton County to achieve self-sufficiency.

#### LATINO SELF-SUFFICIENCY INITIATIVE MILESTONES AND SCHEDULE

The direct services of the Latino Self-Sufficiency Initiative provided through its Latino Assistance Program are offered on a year-round basis at the LAA's headquarters in Atlanta and service centers in Lawrenceville and Dalton. We host some services, such as benefits enrollment, through mobile service delivery through Fulton County in Latino-heavy neighborhoods through partnership with other nonprofits and government agencies. The Latino Self-Sufficiency Initiative has operated continuously without interruption since its inception nearly 50 years ago. The LAA's service centers operate year-round, Monday-Friday from 8 am - 5:30 pm. During COVID-19 crisis, the LAA has added the virtual component to provide safety for both staff and clients.

The LAA's Latino Self-Sufficiency Initiative provides direct services to remove barriers to self-sufficiency for individuals and families and empower them to achieve and maintain long-term stability. Client data is tracked and analyzed using the Efforts to

Outcomes (ETO) Database. Clients' progress is formally assessed and recorded in ETO at 30, 60, 90, 180 days, and 12 months following initial service delivery. The Latino Assistance Program also uses Client Track the HMIS Network in Georgia. The program inputs client intake information and assessments in order to collaborate with other agencies offering services for referrals.

In 2015, the Latino Assistance Program implemented a five-point scale for evaluating clients' stability. This system evaluates client progress toward goals set in their individual Service Plans (ISPs) against defined criteria to determine their status as 'In Crisis, Vulnerable, Stable, Safe or Empowered/Thriving.' This enables the staff to precisely gauge client stability and pinpoint remaining barriers to self-sufficiency. It also provides robust data to determine overall program effectiveness and efforts highly acute continuous quality improvement. Additionally, the system enables program staff to track and document their advocacy efforts on behalf of clients to resolve urgent issues. Client satisfaction surveys are administered to collect feedback in the areas of the services they were provided.

The advocacy component of the Latino Self-Sufficiency Initiative, began in 2014 and has continued on an ongoing, year-round basis January through December.

#### Key milestones for the Latino Self-Sufficiency Initiative in include:

Households receive emergency financial assistance for rent/mortgage and utilities

Households receive individual service plans (ISPs) and follow up to those plans 30, 60, 90, 180 and 365 days Households receive benefits application assistance for SNAP (food stamps) and Medicaid/CHP

Households are provided with internal referrals and external referrals to assist families become stable

The LAA will report on the following (3) Fulton County-defined performance measures from the economic stability/poverty category and the homelessness category:

- Number of individuals receiving Emergency Financial Assistance
- Number of potential instances of homelessness prevented
- 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)

#### **ECONOMIC STABILITY**

# households/individuals receive Emergency Financial Assistance - 25/100

% individuals and families who earn a living wage - 75 percent

% households able to afford rent/mortgage at 90 days - 60 percent # individuals who receive mainstream social benefits - 100 PREVENTION OF HOMELESSNESS

# of potential instances of homelessness prevented - 94

# of individuals whose barriers to self-sufficiency are eliminated/reduced; paths to self-sufficiency - 62

% of individuals receiving ISPs achieve goals at 90 days - 75 percent # households who maintain stable housing - 20

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

Key performance measures for the Latino Self-Sufficiency Initiative in 2024 include: 50 percent of households receiving emergency financial assistance are stable at 30 days 60 percent of households receiving emergency financial assistance are stable at 60 days 75 percent of households receiving emergency financial assistance are stable at 90 days 75 households receive SNAP benefits impacting 300 individuals

125 households are provided with one-one-one benefits application assistance for SNAP and/or Medicaid/CHP

150 individuals are impacted by Individual Service Plans for their households composed of at least 3 empowerment goals with follow up

150 individuals will be impacted by the internal and external referrals and other social service application assistance provided in order to prevent homelessness.

#### **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 \$50,000.00.
- (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 <a href="https://html.ncbuntyga.gov">https://html.ncbuntyga.gov</a>
137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

# Latin American Association 2750 Buford Highway NE Resource Development Department Atlanta, Georgia 30324

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 **Latin American Association**, 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.

#### ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

- (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.

#24RFP013124C-MH 2024 Consolidated Community Services Program

**Purchasing Forms & Instructions** 

My Commission Expires 06/09/2026

#### 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 services under a contract with [insert name of prime contractor (Agency)] Latin American Association 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. 65332 EEV/Basic Pilot Program\* User Identification Number Latin American Association Name of Contractor (Agency) BY: Authorized Signature of Officer or Agent of Contractor CEO Title of Authorized Officer or Agent of Contractor of Contractor Santiago Marquez Printed Name of Authorized Officer or Agent of Contractor Sworn to and subscribed before me this <sub>20</sub> 24 Notary Public: Maria F Guzman **NOTARY PUBLIC** 6/9/26 **Gwinnett County, GEORGIA** Commission Expires:

<sup>&</sup>lt;sup>1</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>2\*</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].

#24RFP013124C-MH 2024 Consolidated Community Services Program

**Purchasing Forms & Instructions** 

#### 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)]** Latin American Association 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.

#### 65332

EEV/Basic Pilot Program\* User Identification Number of Subcontractor

#### Latin American Association

| Name of Subcontractor (Individual/Agency)                              |
|--|
|  |
| المجالة المجالة Authorized Signature Officer or Agent of Subcontractor |
| BY: Authorized Signature Officer or Agent of Subcontractor             |
| 000  |
| CEO  |
| Title of Authorized Officer or Agent of Subcontractor                  |
|  |
| Contingo Morguez   |

#### Santiago Marquez

Printed Name of Authorized Officer or Agent of Subcontractor

| Sworn to and subscribed before me this | <sub>s</sub> 26 | <sub>day of</sub> February | . 20 24 |
|--|-----------------|----------------------------|---------|
| 2110 0 1                               | $\cap$          |                            |         |

Notary Public: Naua F-

Dekalb

Commission Expires: 6/9/26

Maria F Guzman
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires 06/09/2026

<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].

LATIN-1

OP ID: GG

ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/21/2024

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 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 Cameron & Roberts Ins. Agcy 6893 Main Street P O Box 408 Lithonia, GA 30058-0408 Samuel T. Stewart |                            | CONTACT NAME: Samuel T. Stewart                          |         |  |  |  |
|---|----------------------------|--|---------|--|--|--|
|   |                            | PHONE (A/C, No, Ext): 770-482-8841 FAX (A/C, No): 770-48 | 82-2238 |  |  |  |
|   |                            | E-MAIL<br>ADDRESS:                                       |         |  |  |  |
| Samuel I.   | Stewart                    | INSURER(S) AFFORDING COVERAGE                            | NAIC#   |  |  |  |
|   |                            | INSURER A: Charity First                                 | 524210  |  |  |  |
| INSURED Latin American Association 2750 Buford Hwy Atlanta, GA 30324  | Latin American Association | INSURER B : At-Bay Specialty Insurance                   |         |  |  |  |
|   |                            | INSURER C:   |         |  |  |  |
|   | ,                          | INSURER D :  |         |  |  |  |
|   |                            | INSURER E :  |         |  |  |  |
|   |                            | INSURER F:   |         |  |  |  |
|   |                            |  |         |  |  |  |

COVERAGES 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.

| INSR<br>LTR |        | TYPE OF INSURANCE                                 | ADDL<br>INSD | POLICY NUMBER      | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMIT                                     | s  |           |
|-------------|--------|---|--------------|--------------------|----------------------------|----------------------------|---|----|-----------|
| Α           | Х      | COMMERCIAL GENERAL LIABILITY                      |              |                    |                            |                            | EACH OCCURRENCE                           | \$ | 1,000,000 |
|             |        | CLAIMS-MADE X OCCUR                               | Υ            | CF1-ML-10001986-06 | 10/11/2023                 | 10/11/2024                 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 100,000   |
|             |        |   |              |                    |                            |                            | MED EXP (Any one person)                  | \$ | 10,000    |
|             |        |   |              |                    |                            |                            | PERSONAL & ADV INJURY                     | \$ | 1,000,000 |
|             | GEN    | N'L AGGREGATE LIMIT APPLIES PER:                  |              |                    |                            |                            | GENERAL AGGREGATE                         | \$ | 3,000,000 |
|             |        | POLICY PRO-<br>JECT LOC                           |              |                    |                            |                            | PRODUCTS - COMP/OP AGG                    | \$ | 3,000,000 |
|             |        | OTHER:  |              |                    |                            |                            |   | \$ |           |
|             | AUT    | OMOBILE LIABILITY                                 |              |                    |                            |                            | COMBINED SINGLE LIMIT (Ea accident)       | \$ | 1,000,000 |
| Α           |        | ANY AUTO  |              | CF1-ML-10001986-05 | 10/11/2023                 | 10/11/2024                 | BODILY INJURY (Per person)                | \$ |           |
|             |        | ALL OWNED SCHEDULED AUTOS                         |              |                    |                            |                            | BODILY INJURY (Per accident)              | \$ |           |
|             | X      | HIRED AUTOS X NON-OWNED AUTOS                     |              |                    |                            |                            | PROPERTY DAMAGE<br>(Per accident)         | \$ |           |
|             |        |   |              |                    |                            |                            |   | \$ |           |
|             | X      | UMBRELLA LIAB X OCCUR                             |              |                    |                            |                            | EACH OCCURRENCE                           | \$ | 1,000,000 |
| Α           |        | EXCESS LIAB CLAIMS-MADE                           |              | CF1-ML-10000437-05 | 10/11/2023                 | 10/11/2024                 | AGGREGATE                                 | \$ | 1,000,000 |
|             |        | DED X RETENTION\$ 10,000                          |              |                    |                            |                            |   | \$ |           |
|             |        | RKERS COMPENSATION EMPLOYERS' LIABILITY           |              |                    |                            |                            | PER OTH-<br>STATUTE ER                    |    |           |
| Α           | ANY    | PROPRIETOR/PARTNER/EXECUTIVE T / N                | N/A          | CF1-WK-10000257-06 | 10/11/2023                 | 10/11/2024                 | E.L. EACH ACCIDENT                        | \$ | 1,000,000 |
|             | (Man   | ICER/MEMBER EXCLUDED?                             | N / A        |                    |                            |                            | E.L. DISEASE - EA EMPLOYEE                | \$ | 1,000,000 |
|             | If yes | s, describe under<br>CRIPTION OF OPERATIONS below |              |                    |                            |                            | E.L. DISEASE - POLICY LIMIT               | \$ | 1,000,000 |
| В           | Cyb    | er Liability                                      |              | AB-6709189-01      | 12/12/2023                 | 12/12/2024                 | Cyber Lia                                 |    | 2,000,000 |
| Α           | Crin   | me  |              | CF1-ML-10001986-06 | 10/11/2023                 | 10/11/2024                 |   |    |           |
|             |        |   |              |                    |                            |                            |   |    |           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fulton County Government, Its Employees, Servants and Agents are included as Additional Insured with respect to General Liability when required by written contract. Directors and Officers Liability: \$1,000,000 Limit; \$10,000 Retention. Insurer: Markel American Insurance Company; Policy period: 10/27/23-10/27/24; Policy number:MKLM2MMN000402.

| CERT |  |  |
|------|--|--|
|      |  |  |

**Fulton County Goverment** 

141 Pryor Street SW Atlanta, GA 30303

**FULTO-8** 

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

**CANCELLATION** 

rickad the Brim

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**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:  |
|--|--|
| FULTON COUNTY, GEORGIA   | VENDOR NAME Latin American Association                               |
| Poblet L. Pitts  | Sautings Makey Madigry: ceo  FA42AF15FD394CE ceo                     |
| Robert L. Pitts, Chairman Fulton County Board of Commissioners | Authorized Signature   |
| ATTEST:  DocuSigned by:  | ATTEST:  — DocuSigned by Name of 2nd Signatory: Whitney Gillis LeHew |
| Tonya R. Grier   | Whitney Gillisziles Hally: Managing Dir. of Resource Dev.            |
| Tonya R. Grier Clerk to the Commission  DocuSigned by          | y: Second Authorized Signature                                       |
| (Affix County Seal)  | (Affix Corporate Seal, if applicable)                                |
| APPROVED AS TO FORM:   |  |
| Docusigned by:  David Lowman  OEC92EDADEFB4B8                  |  |
| Office of the County Attorney                                  |  |
| APPROVED AS TO CONTENT:  |  |
| Stanley Wilson 5E4D76DFB4A0450                                 |  |
| Stanley Wilson, Director Fulton County Department of           |  |
| Community Development  |  |
| Please select RM or 2ND RM from the check                      |  |
| RM   | χ 2ND RM   |
| ITEM#: RM:<br>REGULAR MEETING                                  | ITEM#: 24-0350 2ND RM: 5/15/2024 SECOND REGULAR MEETING              |
| · · · · · · · · · · · · · ·                                    |  |

**Certificate Of Completion** 

Envelope Id: 8CF1DD69850045148E7805296A672316

Subject: Please DocuSign: 2024 CCSP Contract- Latin American Association-BOC Agenda#24-0350

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 27 Certificate Pages: 7 AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Canada)

Signatures: 6 Initials: 0

Stamps: 1

**Envelope Originator:** 

Status: Completed

Cherie Williams 141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Cherie.Williams@fultoncountyga.gov

IP Address: 71.120.26.222

**Record Tracking** 

Status: Original

7/10/2024 5:00:57 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

Santiago Marquez

smarquez@thelaa.org

CEO

Security Level: Email, Account Authentication

(None)

Signature DocuSigned by

Santiago Marquez

Signature Adoption: Pre-selected Style Using IP Address: 98.252.250.230

**Timestamp** 

Sent: 7/10/2024 5:17:14 PM Viewed: 7/10/2024 7:53:40 PM Signed: 7/10/2024 7:54:14 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 11/22/2020 9:09:20 PM ID: 0639a0b9-1c5c-412e-8238-808a98a68efe

Whitney Gillis-LeHew wgillis@thelaa.org

Security Level: Email, Account Authentication

(None)

Whitney Gillis-letter

Signature Adoption: Pre-selected Style Using IP Address: 108.228.89.115

Sent: 7/10/2024 7:54:17 PM Viewed: 7/11/2024 11:43:09 AM Signed: 7/11/2024 11:43:45 AM

**Electronic Record and Signature Disclosure:** 

Accepted: 7/11/2024 11:43:09 AM

ID: b14a04ea-dc2d-4738-a920-faf43852f59a

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: 7/11/2024 11:43:47 AM Resent: 7/17/2024 12:35:26 PM

Viewed: 7/17/2024 3:08:15 PM Signed: 7/17/2024 3:08:27 PM

Stanley Wilson

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

Sent: 7/17/2024 3:08:31 PM Viewed: 7/18/2024 11:00:51 AM Signed: 7/18/2024 11:01:01 AM

**Signer Events** Signature **Timestamp Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 7/18/2024 11:01:04 AM Lauren Hansford Completed lauren.hansford@fultoncountyga.gov Resent: 7/31/2024 10:54:40 PM Security Level: Email, Account Authentication Viewed: 8/1/2024 9:09:13 AM Using IP Address: 24.99.91.51 (None) Signed: 8/1/2024 9:09:17 AM **Electronic Record and Signature Disclosure:** Accepted: 8/1/2024 9:08:14 AM ID: 9b8f3db6-c98a-4d72-9bd6-4e71d49bc13f DocuSigned by: **David Lowman** Sent: 8/1/2024 9:09:19 AM David Lowman David.Lowman@fultoncountyga.gov Viewed: 8/1/2024 9:10:10 AM 0FC92FDADFFB4B8 Security Level: Email, Account Authentication Signed: 8/1/2024 9:13:09 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4 **Electronic Record and Signature Disclosure:** Accepted: 8/1/2024 9:10:10 AM ID: e8d9c12a-c339-44f0-988d-b88ca4f1f509 Nikki Peterson Sent: 8/1/2024 9:13:12 AM Completed nikki.peterson@fultoncountyga.gov Viewed: 8/1/2024 10:08:28 AM Chief Deputy Clerk to the Board of Commissioners Signed: 8/1/2024 10:09:03 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: 8/1/2024 10:09:07 AM Robert L. Pitts michael.oconnor@fultoncountyga.gov Viewed: 8/1/2024 10:17:07 AM Security Level: Email, Account Authentication Signed: 8/1/2024 10:17:17 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 166.137.19.19 Signed using mobile **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Tonya R. Grier Sent: 8/1/2024 10:17:19 AM

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

Security Level: Email, Account Authentication (None)

Docusigned by:

Tonya R. Grice

EEC476C4837648D...

Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10

Viewed: 8/1/2024 10:44:43 AM

Signed: 8/1/2024 10:44:53 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 Sent: 8/1/2024 10:44:57 AM Completed mark.hawks@fultoncountyga.gov Viewed: 8/1/2024 11:16:27 AM Chief Assistant Purchasing Agent Signed: 8/1/2024 11:16:35 AM Using IP Address: 45.20.200.178 Purchasing and Contract Complliance 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 Sent: 7/10/2024 5:17:12 PM COPIED Atif.Henderson@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Cherie Williams Sent: 7/10/2024 5:17:13 PM COPIED cherie.williams@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 7/10/2024 5:17:13 PM Carlos Thomas COPIED carlos.thomas@fultoncountyga.gov **Division Manager Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 8/1/2024 11:16:39 AM Dian DeVaughn COPIED dian.devaughn@fultoncountyga.gov 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 Timestamps Status** Hashed/Encrypted 7/10/2024 5:17:13 PM **Envelope Sent** Certified Delivered Security Checked 8/1/2024 11:16:27 AM

| Envelope Summary Events                    | Status           | Timestamps           |  |  |
|--|------------------|----------------------|--|--|
| Signing Complete                           | Security Checked | 8/1/2024 11:16:35 AM |  |  |
| Completed                                  | Security Checked | 8/1/2024 11:16:39 AM |  |  |
| Payment Events                             | Status           | Timestamps           |  |  |
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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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