



**FULTON  
COUNTY**

**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 **Westside Future Fund** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c)(3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

**WITNESSETH**

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

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

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

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

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

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

.....

## **INDEX OF ARTICLES**

**ARTICLE 1. PARTIES AND TERM**

**ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES**

**ARTICLE 3. COMPENSATION FOR SERVICES**

**ARTICLE 4. RECORD KEEPING**

**ARTICLE 5. INDEMNIFICATION**

**ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE**

**ARTICLE 7. INDEPENDENT CONTRACTOR STATUS**

**ARTICLE 8. INSURANCE**

**ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**

**ARTICLE 10. SUBCONTRACTING**

**ARTICLE 11. ASSIGNABILITY**

**ARTICLE 12. SEVERABILITY OF TERMS**

**ARTICLE 13. PRECEDENCE OF AGREEMENT**

**ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY**

**ARTICLE 15. CAPTIONS**

**ARTICLE 16. GOVERNING LAW**

**ARTICLE 17. JURISDICTION**

.....

## **ARTICLE I - PARTIES AND TERM:**

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

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

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

## **ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:**

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

### **SCOPE OF WORK:**

#### **Consolidated Community Services Program (CCSP)**

**CCSP Service Category:** 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, Improved access to economic opportunities

programs/resources focused on foundational education...,Training Job Development Employment which leads to self sufficiency Ex offender support services...

**Health and Wellness:** Not Applicable

**Homelessness:** Not Applicable

**Senior Services:** Not Applicable

**Veterans Services:** Not Applicable

**Westside Future Fund, Our Next Chapter: Economic Mobility and Stabilization Supports for Vulnerable Families in Fulton County** will provide services at the following locations at specified times during the contract period of **01/01/2024** through **12/31/2024**:

**Service Delivery Site(s):**

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
Westside Future Fund offices (site of "Home on the Westside" program administration)	970 Jefferson St NW	Atlanta	GA	30318	4	4,6

**Approach and Design:**

**Westside Future Fund, Our Next Chapter: Economic Mobility and Stabilization Supports for Vulnerable Families in Fulton County** will provide services to **49** clients that reside in

Fulton County, with CCSP funding.

**Westside Future Fund, will provide the following activities and services in Fulton County with CCSP funding:**

**1. Activities and Services To Be Provided in Support of “Economic Stability/Poverty” Funding Priority.**

The grant will provide emergency financial assistance to high-risk families on Atlanta's historic Westside. Our services include:

1. Providing affordable, high-quality multifamily rental housing;
2. Develop single-family homes to increase workforce housing;
3. Providing tax relief to legacy homeowners.
4. Helping qualified residents with down payment assistance of up to \$60,000.
5. Providing crisis rental and utility assistance and other economic mobility supports. Every month, we provide families with an average of \$20,000 in rental assistance so families only pay rent they can afford.

**2. Accomplishment of Activities and Services**

By offering housing supports to strengthen and stabilize the broader community, WFF enables long-time residents to remain in stable, affordable housing. With this program, high-quality, permanently affordable housing is provided in neighborhoods adjacent to Intown Atlanta's growing job centers, increasing equity and economic mobility.

Residents who live, work, or learn on the historic Westside are prioritized by WFF's community retention guidelines. These guidelines give housing priority to:

- Current and former Westside residents;
- Families with children attending local schools;
- Those who work in the area;
- Those who have historic memberships at a church, or
- Those who attended secondary school, vocational school or college in the area.

Westside residents can apply for our housing program in person, over the phone, or by email. Our team assesses neighborhood connections, and then places individuals on a waiting list for rental housing, the WFF Anti-Displacement Tax Fund for established homeowners, or eligibility to purchase a WFF-developed home with down payment assistance. WFF's office provides program oversight, with a separate leasing office in use for resident inquiries operated by Taylor Made Realty. WFF contracts with Taylor Made Realty for property management, and these administrators ensure WFF meets households' needs and concerns.

Each family's income sources and household size are analyzed through a Tenant Income Certification to ensure they are not overburdened by housing costs. If a family can only pay \$500 per month on an apartment valued at \$900, WFF will subsidize the difference so that the family can survive. Families receive subsidies over a 3-year period as they stabilize and access economic mobility supports to become self-sufficient. Rental subsidies target families most in need. WFF residents are surveyed quarterly to assess their satisfaction with the property and management, as well as to identify any emerging needs such as food insecurity or loss of employment. The resident survey is a point of access for referrals and crisis needs. In addition, clients reach out individually as needed. These surveys help shape support provision and ensure the program is responsive to community needs.

WFF residents can access a range of services that support their basic needs, workforce development and educational outcomes, and long-term financial stability. WFF refers clients to hunger relief, transportation supports, behavioral health and wellness resources and more. Residents have connected to our education continuum, including high-quality early education placements through our YMCA partnership, enrollment in the local Atlanta Public Schools Booker T. Washington High School Cluster – a target of decade-long investment from WFF in STEM certification and onsite family supports – and connection to Westside Works, our workforce development partner. For financial services, Operation Hope runs a “HOPE Inside” location at WFF’s offices, providing credit, money management and homebuyer guidance.

WFF also supports economic mobility more broadly as a result of keeping families near access to Atlanta’s robust ecosystem of jobs, education and amenities. All WFF housing units are located near significant community resources such as the At-Promise Center, Hollis Innovation Academy, Kathryn Johnson Memorial Park, Westside Works, and the Quest Impact Center. Housing sites are in proximity to Atlanta’s fastest-growing job centers including the Donald Lee Howell Corridor, Midtown and Downtown. As a 2015 Harvard study on social mobility demonstrated, commute time is the strongest factor influencing the odds of escaping poverty. By ensuring reliable access to employment, this project will help vulnerable families move out of poverty and allow them to participate in the new opportunities and revitalization occurring in our city.

### **3. Fulton County "Health and Human Services" Key Performance Indicator**

This program addresses three of Fulton County’s “Health and Human Services” Key Performance Indicators:

*“Percentage of residents who experience food insecurity” (KPI #2)*

*“Number of people who receive behavioral health services” (KPI #2)*

*“Number of people who receive permanent supportive housing and support services.” (KPI #4)*

Currently, we provide housing and support services to 346 individuals. Rent and utility assistance will be provided to 49 households within this group.

An estimated 60% of residents will access holistic supports, including counseling and connection to resources, with about 90% receiving behavioral and mental health referrals.

WFF residents face food insecurity as well. In the past, WFF has provided food distributions in response to pandemic-related crises and will provide resources and referrals for hunger relief to all residents as indicated to our program staff and property managers.

### **4. CSP Funding Priorities**

Within the Economic Stability/Poverty service category, we will address three funding priorities:

1. ***“Emergency Financial Assistance inclusive of Rental and Mortgage assistance, as well as Utility assistance.”***

Currently, 49 (14%) residents receive rental assistance. WFF will sustain this total in 2024.

2. ***“Training/Job Development/Employment which leads to self-sufficiency.”***

Westside Works is part of the WFF's strategy for workforce development, ensuring employment of low-income residents who are unemployed or hard to employ. During previous partnerships with Westside Works, 600 Westside residents were hired, and over 700 residents completed training. In 2023, 63 WFF residents were graduates of Westside Works.

WFF is renewing our commitment to job training through a recent \$500,000 contribution from the T.D.

Jakes Foundation. A new Career Development Initiative will place 30 interns in job training via Westside Works and Goodwill of North Georgia. The initiative will also connect current WFF residents to other job training services.

***5. “Improved access to economic opportunities, programs and resources focused on foundational education, career exploration; coaching to re-engage youth up to age 21 and provide job-readiness skills for employment. Wraparound Support to address basic needs during training (rental assistance, transportation, childcare).”***

Through onsite resources such as the HOPE Inside office in our WFF headquarters, our program team works to ensure economic opportunity is a mainstay of our housing program. Our housing services are complemented by other services to build economic stability. These include connection to Westside Works and the Goodwill of North Georgia for workforce training and the vocational programs at Booker T. Washington High School and At-Promise Center for youth development and workforce prep.

In terms of wraparounds, WFF acts as a community hub through our office location and monthly Transform Westside Summit schedule. Through these, we connect residents to resources such as the Cute Shuttle for transportation, the Atlanta Community Food Bank and hunger relief partners for basic needs, and the YMCA and school partners for quality early education/childcare.

**5. Community Collaborative Relationships Assisting to Address Need**

WFF fosters community revitalization through a robust network of over 60 partners and collaborators, including Atlanta Housing, Atlanta Police Foundation, Invest Atlanta, YMCA, Atlanta Public Schools, Good Samaritan, Food Well Alliance (co-located at our office space), Truly Living Well Urban Farm, Park Pride, Trust for Public Lands and more.

WFF's housing program includes formal agreements with Atlanta Neighborhood Development Partnership, Atlanta Habitat for Humanity, and OaksATL Community Development, Inc. As part of our wraparound services to help families stabilize and achieve self-sufficiency, we partner with Operation Hope, On the Rise Financial Center, Quest Communities, Chris 180, Westside Works and Goodwill of North Georgia.

As part of our Westside Volunteer Corps, we collaborate intensively with local providers, schools, and organizations to design and implement service projects. Our volunteerism initiative benefits:

- M. Agnes Jones Elementary School
- Tuskegee Airmen Global Academy
- HJ Russell West End Academy
- Booker T Washington High School
- Truly Living Well Urban Farm
- Omenala- Griot Museum
- Katherine Johnston Park
- Historic Westside Gardens
- Chris 180
- At-Promise Center
- Hollis Innovation Academy
- Centennial Academy
- Raising Expectations
- Helping Empower Youth
- City of Refuge



We also work closely with Neighborhood Planning Units L and T, our six local neighborhood associations, and are engaged through informal networks, volunteer placement and fundraising to serve and support equitable revitalization efforts throughout the Westside.

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

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

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

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

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

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

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

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

Administrative costs (\$1,500) will enable WFF to provide oversight and organizational capacity to administer our rental assistance for families in need.

Direct services funds (\$28,500) will be applied toward rental assistance subsidies to keep vulnerable families stabilized and financially secure at rents sufficiently low so that -- no matter their income -- families are not housing cost-burdened (i.e., paying more than 30% of their monthly incomes for housing).

WFF currently provides an average \$20,000 in rental assistance each month to ensure that families are able to access and remain in appropriately-priced housing. These costs are absorbed by WFF so that families only pay the rents that are affordable to them in their given circumstances. Rents are calculated through a Tenant Income Certification to analyze each family's sources of income and household size so that they are not housing cost-burdened. For a family that can only pay \$500 monthly on an apartment unit valued at \$900 per month, WFF will subsidize the difference so that the family can access our stable, high-quality housing situated right in their home community and nearby to a family's established schools and places of employment. These subsidized rents remain available to families over a three-year period as they stabilize and access economic mobility supports to place them on a pathway for greater self-sufficiency.

### **Program Performance Measures:**

**Westside Future Fund 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, Number of individuals with improved access to economic opportunities, programs/resources focused on education..., Number of referrals to WorkSource Fulton / WorkSource Atlanta

**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:**

**1. Explanation of Methods Used and Goals To Be Obtained.**

WFF applies a partnership approach to create an ecosystem that disrupts the cycle of poverty. Informed by best practice research in community revitalization such as Purpose Built Communities and 3CDC in Cincinnati, WFF champions key impact strategy areas that can help us best serve our neighborhoods. One of the most significant areas of WFF’s fundraising and investment is mixed-income development, with an emphasis on providing urgently-needed affordable housing to families in our footprint. WFF’s approach is supported by our footprint’s neighborhood associations and NPU’s, as well as local government. Our Westside Land Use Framework Plan was unanimously adopted by the Atlanta City Council in 2017, guiding new development and rehabilitation of properties throughout our service area.

Goals to be obtained through this program include:

1. Improving economic stability by providing permanent supportive affordable housing support to “high risk” families. WFF currently serves 346 individuals. We will sustain and increase these totals in 2024.
2. Improving employability and related outcomes by connecting “high risk” families with access to support services for economic mobility, including emergency financial assistance and connections to financial literacy and workforce training, as well as referrals to behavioral health, food insecurity, and other needs. We provide 49 (14%) residents with emergency financial assistance in the form of rental and utility assistance. We will sustain these totals in 2024.

**2. Major Milestones and Schedule**

Milestones will be embedded per household served as part of direct services offered during the grant period of January 1, 2024 through December 31, 2024. WFF's programs and services operate year-round, with new housing placements made available to residents on our waiting list as we complete the development/rehabilitation of properties. Resident surveys are conducted quarterly and provide a check-in point for provision of additional services that may be needed if a household is in crisis or facing new challenges. Additionally, households served can contact the property manager at any time to communicate around evolving needs or new challenges.

### **3. Data Collection Tools**

WFF is committed to appropriate evaluation and tracking of progress that will advance our mission to reinvigorate community growth by coordinating and accelerating efforts to elevate the quality of life in Atlanta's Westside neighborhoods. We will review our performance regularly as we seek to establish a more effective and supportive framework of services to advance community outcomes.

WFF conducts quarterly resident surveys with our residents to assess their satisfaction with the property and the management of the property, and to identify any emergent needs households may face such as food insecurity, loss of employment. The resident survey is a point of access for referrals and crisis needs. Clients also reach out individually as needed to access services. The input collected through these surveys helps shape provision of supports and ensure that the program is responsive to community needs.

WFF evaluates our housing program through our Salesforce database, which allows for data intake, sharing, and analysis of the number of affordable housing units acquired, total occupancy of multifamily units, total occupancy of single-family units, total number of families with school-aged children served, total new units developed, as well as redevelopment progress, total housing registrations and placements, and quarterly resident survey results. New in 2024, WFF will add tracking of employment referrals as part of our program oversight.

Total tracking includes:

- The number of affordable housing units acquired
- The number of families occupying our multifamily units
- The number of families occupying our single-family homes
- The total number of families with school-aged children served
- The total number of new units developed
- Progress in redevelopment
- Success of resident registration and placements
- Number of families receiving Down Payment Assistance
- Employment status/referrals
- Quarterly resident survey feedback

### **4. County-Defined Performance Measures**

Within the Economic Stability/Poverty service category, we will address three funding priorities:

#### ***1. "Number of individuals receiving Emergency Financial Assistance."***

Currently, 49 (14%) residents receive rental assistance. WFF will sustain this total in 2024.

**2. “Number of referrals to WorkSource Fulton / WorkSource Atlanta.”**

WFF will provide an estimated 15 referrals per year to WorkSource Fulton/ WorkSource Atlanta and other partners from among the 202 households in our multifamily units.

**5. “Number of individuals with improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to re-engage youth and provide job-readiness skills for employment.”**

WFF will place 30 residents within workforce development opportunities at partners such as Westside Works and Goodwill of North Georgia.

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

WFF’s primary five-year impact benchmark is to purchase, develop or finance 1,200 units of multifamily housing and 225 units of single-family housing. Within these, 800 units will be reserved for low-income community members (making below 60% Area Median Income). Over 100 million dollars will be invested to accelerate transformational development of mixed-use properties (including food retail and entrepreneur incubator spaces) that will align with the Westside Land Use Framework Plan.

Agency-defined performance measures for the grant period are as follows:

1. To serve 346 individuals and will sustain or increase this number in the year ahead.
2. To provide an average monthly rental subsidy of \$20,000 for families in WFF housing.

In addition to the compelling quantitative impacts WFF is achieving as we work toward a long-term goal of delivering 1,200 units of housing, one key aspect of WFF’s housing delivery is qualitative.

The new and rehabilitated units WFF is delivering blend with new market-rate rental housing in the area, and thus represent equitable housing standards and a commitment to the dignity and well-being of vulnerable residents. Each property is developed with our architects to provide a thoughtful and updated approach to the unique characteristics of each site and to blend with the historical fabric of the community.

For example, at a 31-unit property at 395 James P. Brawley Drive, WFF rehabilitated a long-vacant and blighted mid-century apartment complex to provide updated affordable housing with sustainable features. The design balances a sense of history with a modern loft-like atmosphere. Exposed brick was retained to preserve the historical character of the interiors. In a historic neighborhood characterized by spacious front porches with cultural significance as a site for community-building, the project design sought to recapture the value of those common spaces for future residents through the addition of double-level porches and a central commons. As many of the beneficiary families utilizing this affordable housing are single-parent homes, these common spaces help mitigate isolation and low social support such households frequently face. Properties also feature green infrastructure and building practices, free wireless connectivity, and intentional landscaping to support natural cooling, tree retention and connections to nature.

The high quality and “curb appeal” of WFF’s new housing developments is a unique identifier of WFF’s deep investment in the community and a significant value-add in the volume of housing development we are completing. For families who have been homeless, struggle to make their rent, or have experienced unfit housing, these units are more than just a safe and stable home. The impact of these modern, functional and quality environments is to uplift their dignity and self-esteem, empower their potential, and positively affect both physical and mental health. These qualitative impacts are arguably a critical prerequisite for realizing our community members’ economic mobility and self-sufficiency.

Ultimately, WFF’s projects deliver much-needed, deeply-affordable housing in an area of Fulton County that is rapidly transforming with many high-profile developments underway. By preserving affordability and access to key supports for the people who are most in need, WFF supports the economic stability of some of our most high-risk families.

### **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 **July 12, 2024 for the period January 1, 2024-June 30, 2024; and January 10, 2025 for the period July 1, 2024-December 31, 2024.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Department of Community Development**  
**c/o: Youth and Community Services Division**  
[hsd.grants@fultoncountyga.gov](mailto:hsd.grants@fultoncountyga.gov)  
**137 Peachtree Street, SW**  
**Atlanta, Georgia 30303**

To Contractor:

**Westside Future Fund**  
**970 Jefferson St, NW**  
**Atlanta, Georgia 30318**

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

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

#### **ARTICLE V - INDEMNIFICATION**

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

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

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

(a) This Agreement is effective on **01/01/2024**, and shall terminate on **12/31/2024**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to

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

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

#### **ARTICLE VII - INDEPENDENT CONTRACTOR STATUS**

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

Contractor acknowledges that **Westside Future Fund**, 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.

### **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 &amp; 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 services<sup>1</sup> under a contract with [insert name of prime contractor (Agency)] Westside Future Fund on behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>2</sup> 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.

**929777**

EEV/Basic Pilot Program\* User Identification Number

**Westside Future Fund**

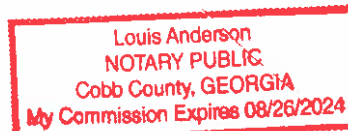
Name of Contractor (Agency)

BY:  Authorized Signature of Officer or Agent of Contractor**President & CEO**

Title of Authorized Officer or Agent of Contractor of Contractor

**John Ahmann**

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 7 day of February, 2024.Notary Public: Louis AndersonCounty: CobbCommission Expires: 08/26/2024

<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>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 &amp; 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)] Westside Future Fund 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.

929777

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

Westside Future Fund  
Name of Subcontractor (Individual/Agency)

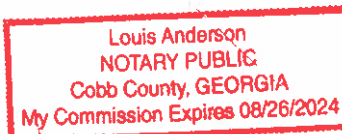
[Signature]  
BY: Authorized Signature Officer or Agent of Subcontractor

President & CEO

Title of Authorized Officer or Agent of Subcontractor

John Ahmann

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 7 day of February, 2024.Notary Public: [Signature]County: CobbCommission Expires: 08/26/2024

<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>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].

WESTFUT-01

KGALGON



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2024

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).

<b>PRODUCER</b> <b>Top Floor Insurance</b> <b>4401 Northside Parkway</b> <b>Suite 295</b> <b>Atlanta, GA 30327</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (478) 494-3141</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> <b>Westside Future Fund, Inc</b> <b>ATL RE Holdings LLC</b> <b>Jefferson Lowery, LLC</b> <b>970 Jefferson Street, NW Box 1</b> <b>Atlanta, GA 30318</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Travelers Casualty &amp; Surety Co</b>		<b>31194</b>
	<b>INSURER B : Richmond National Insurance Company</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## 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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		BIP-7X049848-24-42	3/5/2024	3/5/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BIP-7X049848-24-42	3/5/2024	3/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>	X		RN-7-0504169	3/5/2024	3/5/2025	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ Aggregate \$ <b>5,000,000</b> PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 970 Jefferson Street, Atlanta, GA 30318

Fulton County Government, its Officials, Officers and Employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies where required by written contract. General Liability and Automobile Liability policies evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions where required by written contract.

Certificate holder is an additional insured per the coverage form attached to this policy.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Fulton County Government</b> <b>141 Pryor Street SW</b> <b>Atlanta, GA 30303</b>	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 



# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
**5/29/2024**

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS <b>Top Floor Insurance</b> <b>4401 Northside Parkway</b> <b>Suite 295</b> <b>Atlanta, GA 30327</b>		PHONE (A/C, No, Ext): <b>(478) 494-3141</b>	COMPANY NAME AND ADDRESS <b>Travelers Casualty &amp; Surety Co</b> <b>Dept 98699</b> <b>PO Box 660333</b> <b>Dallas, TX 75266-0333</b>	NAIC NO: <b>31194</b>
Contact name:		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
FAX (A/C, No):		E-MAIL ADDRESS:		
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #: <b>WESTFUT-01</b>		POLICY TYPE <b>Commercial Package</b>		
NAMED INSURED AND ADDRESS <b>Westside Future Fund, Inc</b> <b>ATL RE Holdings, LLC</b> <b>Jefferson Lowery, LLC</b> <b>970 Jefferson Street, NW Box 1</b> <b>Atlanta, GA 30318</b>		LOAN NUMBER	POLICY NUMBER <b>BIP-7X049848-24-42</b>	
ADDITIONAL NAMED INSURED(S)		EFFECTIVE DATE <b>3/5/2024</b>	EXPIRATION DATE <b>3/5/2025</b>	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION** (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION <b>970 Jefferson Street, Atlanta, GA 30314</b>
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 EVIDENCE OF PROPERTY INSURANCE 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.

<b>COVERAGE INFORMATION</b>		PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: <b>\$ 11,859,364</b>		DED: <b>5,000</b>			
	YES NO N/A				
<input checked="" type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input checked="" type="checkbox"/>			If YES, LIMIT:	<input checked="" type="checkbox"/> Actual Loss Sustained; # of months: <b>12</b>
BLANKET COVERAGE	<input checked="" type="checkbox"/>			If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>			Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input checked="" type="checkbox"/>				
IS DOMESTIC TERRORISM EXCLUDED?	<input checked="" type="checkbox"/>				
LIMITED FUNGUS COVERAGE	<input checked="" type="checkbox"/>			If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input checked="" type="checkbox"/>				
REPLACEMENT COST	<input checked="" type="checkbox"/>				
AGREED VALUE	<input checked="" type="checkbox"/>				
COINSURANCE	<input checked="" type="checkbox"/>			If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>11,859,364</b>	DED: <b>5,000</b>
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>11,299,364</b>	DED: <b>5,000</b>
- Demolition Costs	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>10,000</b>	DED: <b>5,000</b>
- Incr. Cost of Construction	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>10,000</b>	DED: <b>5,000</b>
EARTH MOVEMENT (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT:	DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>			If YES, LIMIT: <b>11,859,364</b>	DED: <b>5,000</b>
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>			If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS					

## 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.

## ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS <b>Fulton County Government</b> <b>141 Pryor Street SW</b> <b>Atlanta, GA 30303</b>		AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Top Floor Insurance</b>		NAMED INSURED <b>Westside Future Fund, Inc ATL RE Holdings, LLC Jefferson Lowery, LLC 970 Jefferson Street, NW Box 1 Atlanta, GA 30318</b>
POLICY NUMBER <b>BIP-7X049848-24-42</b>		
CARRIER <b>Travelers Casualty &amp; Surety Co</b>	NAIC CODE <b>31194</b>	
		EFFECTIVE DATE: <b>03/05/2024</b>

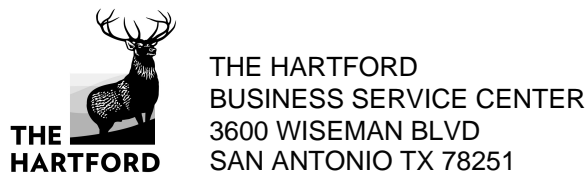
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 28 FORM TITLE: EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

**Special Conditions:**  
**RE: 970 Jefferson Street, Atlanta, GA 30314**

**Limits:**  
**Building: \$11,299,364**  
**Contents: \$560,000**  
**Business Income: 12 Months ALS**  
**TIV: \$11,859,364**

**30 Days Notice of Cancellation, 10 Days for nonpayment.**  
**Terrorism Included.**



May 3, 2024

Fulton County Government  
137 PEACHTREE ST SW  
ATLANTA GA 30303

Account Information:

Policy Holder Details :	WESTSIDE FUTURE FUND
-------------------------	----------------------



Contact Us

Need Help?

Chat online or call us at  
(866) 467-8730.  
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,  
Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2024

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).

<b>PRODUCER</b> MARSH USA LLC 10252873 1166 AVE OF THE AMERICAS NEW YORK NY 10036	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (845) 454-6309 <b>(A/C, No, Ext):</b>	<b>FAX</b> <b>(A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Fire Insurance Company <b>NAIC#</b> 19682	
<b>INSURED</b> WESTSIDE FUTURE FUND 970 JEFFERSON ST NW BOX 1 ATLANTA GA 30318	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## 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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10 WEC AS4XY9	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

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

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

Fulton County Government  
 137 PEACHTREE ST SW  
 ATLANTA GA 30303

## 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.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 Westside Future Fund

DocuSigned by:  
Robert L. Pitts  
BA715B1A26544E7  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

DocuSigned byName of Signatory: John Ahmann  
John Ahmann  
President/CEO  
9695BED8DC63485...  
Authorized Signature

ATTEST:

ATTEST:

DocuSigned by:  
Tonya R. Grier  
EEC476C4837648D...  
Tonya R. Grier  
Clerk to the Commission  
(Affix County Seal)

DocuSigned byName of 2nd Signatory: Sonia Dawson  
Sonia Dawson  
Chief of Staff  
1ABB2BC4DA9B47C...  
Second Authorized Signature  
(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

Signed by:  
David Lowman  
0EC92EDADEFB4B8...  
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
Stanley Wilson  
5E4D76DFB4A0450...  
Stanley Wilson, Director  
Fulton County Department of  
Community Development

Please select RM or 2ND RM from the checkbox

RM	X 2ND RM
ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: 2024-0350 2ND RM: 5/15/2024 SECOND REGULAR MEETING



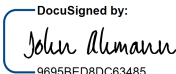
Certificate Of Completion

Envelope Id: B088BED370CA4EB3BE9D816773C5FC6C		Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Westside Future Fund-BOC Agenda#24-0350		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 32	Signatures: 6	Envelope Originator:
Certificate Pages: 7	Initials: 0	Cherie Williams
AutoNav: Enabled	Stamps: 2	141 Pryor Street
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		Cherie.Williams@fultoncountyga.gov
		IP Address: 136.55.230.223



Record Tracking

Status: Original	Holder: Cherie Williams	Location: DocuSign
7/24/2024 11:51:21 AM	Cherie.Williams@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: DocuSign

Signer Events	Signature	Timestamp
---------------	-----------	-----------

John Ahmann	<div>DocuSigned by:</div> <div></div> <div>9695BED8DC63485...</div>	Sent: 7/24/2024 12:01:38 PM
john@westsidefuturefund.org		Resent: 7/29/2024 11:39:34 AM
President/CEO		Viewed: 7/29/2024 12:06:19 PM
Westside Future Fund		Signed: 7/29/2024 12:06:51 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 99.196.135.61	

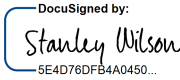
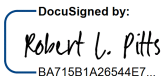

Electronic Record and Signature Disclosure:  
Accepted: 7/24/2024 1:58:57 PM  
ID: 2ca2b845-e49f-4874-82a0-4263f48b60c0

Sonia Dawson	<div>DocuSigned by:</div> <div></div> <div>1ABB2BC4DA9B47C...</div>	Sent: 7/29/2024 12:06:53 PM
sonia@westsidefuturefund.org		Resent: 7/31/2024 10:55:29 PM
Security Level: Email, Account Authentication (None)		Viewed: 8/5/2024 1:39:47 PM
		Signed: 8/5/2024 1:41:40 PM
		
	Signature Adoption: Pre-selected Style	
	Using IP Address: 32.140.140.14	

Electronic Record and Signature Disclosure:  
Accepted: 9/7/2021 10:34:41 AM  
ID: 4748fba7-7f44-4713-b8d4-d01b5f76acba

Mark Hawks2	<div>Completed</div>	Sent: 8/5/2024 1:41:44 PM
mark.hawks@fultoncountyga.gov		Viewed: 8/6/2024 3:22:17 PM
Chief Assistant Purchasing Agent		Signed: 8/6/2024 3:22:31 PM
Purchasing and Contract Compliance		
Security Level: Email, Account Authentication (None)	Using IP Address: 74.174.59.4	

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by:  5E4D76DFB4A0450...  Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 8/6/2024 3:22:36 PM Viewed: 8/6/2024 4:23:14 PM Signed: 8/6/2024 4:23:21 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 74.174.59.4	Sent: 8/6/2024 4:23:25 PM Viewed: 8/7/2024 10:45:20 AM Signed: 8/7/2024 10:49:39 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 8/7/2024 10:45:19 AM ID: e70e5aa1-6e96-4ec9-a986-72cf0a20c85b		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Signed by:  0EC92EDADEFB4B8...  Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4	Sent: 8/7/2024 10:49:43 AM Viewed: 8/7/2024 10:52:59 AM Signed: 8/7/2024 10:55:27 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 8/7/2024 10:52:58 AM ID: ed087bfc-0610-40e5-86d1-34e623d00a2c		
Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 68.208.197.4	Sent: 8/7/2024 10:55:32 AM Viewed: 8/8/2024 1:49:37 PM Signed: 8/8/2024 1:50:06 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts michael.oconnor@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by:  BA715B1A26544E7...  Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 8/8/2024 1:50:10 PM Viewed: 8/8/2024 3:11:27 PM Signed: 8/8/2024 3:11:40 PM
<b>Electronic Record and Signature Disclosure:</b> 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:  EEC476C4837648D...    Signature Adoption: Pre-selected Style Using IP Address: 99.96.24.191	Sent: 8/8/2024 3:11:45 PM Viewed: 8/8/2024 5:43:13 PM Signed: 8/8/2024 5:43:23 PM
<b>Electronic Record and Signature Disclosure:</b>		

Signer Events	Signature	Timestamp
Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4  Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 45.20.200.178	Sent: 8/8/2024 5:43:28 PM Viewed: 8/9/2024 10:30:33 AM Signed: 8/9/2024 10:30:42 AM
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 Atif.Henderson@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/24/2024 12:01:36 PM
Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/24/2024 12:01:36 PM Resent: 8/9/2024 10:30:52 AM
Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/24/2024 12:01:37 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 8/9/2024 10:30:48 AM Viewed: 8/9/2024 11:50:06 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/24/2024 12:01:36 PM
Certified Delivered	Security Checked	8/9/2024 10:30:33 AM
Signing Complete	Security Checked	8/9/2024 10:30:42 AM
Completed	Security Checked	8/9/2024 10:30:48 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact Carahsoft OBO Fulton County, Georgia:**

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

To contact us by email send messages to: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

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

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Carahsoft OBO Fulton County, Georgia**

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

**To withdraw your consent with Carahsoft OBO Fulton County, Georgia**

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

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

**Required hardware and software**

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

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

**Acknowledging your access and consent to receive materials electronically**

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

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

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

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