

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 **Automotive Training**Center Corporation (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: Career Exploration/ re engagement with educational systems by opportunity

youth. Access to educational resources..., Emergency Financial Assistance inclusive of Rental and

Mortgage assistance as well as Utility assistance, Improved access to economic opportunities

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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

Automotive Training Center Corporation, Equipping youth and young adults for work in the automotive repair industry. 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
Automotive Training Center	2210 Sylvan Road, Suite M	East Point	GA	30344	4	3,4,5,6

Approach and Design:

Automotive Training Center Corporation, Equipping youth and young adults for work in the automotive repair industry. will provide services to 12 clients that reside in Fulton County, with CCSP funding.

Automotive Training Center Corporation, will provide the following activities and services in Fulton County with CCSP funding:

Automotive Training Center's (ATC) programming supports three CSP funding priorities within the Economic Stability/Poverty CSP Service Category:

1) Providing Emergency Financial Assistance including rent and utilities support:

ATC will allocate approximately \$7,392 of Fulton CSP grant funding to our Student Expenses which will include \$500 in emergency financial assistance for two or more students experiencing a temporary crisis that prevents them from participating in ATC training. For example, ATC may offer a student a MARTA card if they lack transportation to get to class on time. ATC pays vendors directly for rent, utilities, and cell phone bills. Typically, ATC learns of a student crisis following a class absence or a private conversation with ATC Instructors. Referrals to community partners such as CHRIS180, Hearts to Nourish Hope, and Georgia Justice Project accompany emergency financial support to prevent a future crisis. ATC also serves no-cost meals at every class. Many students arrive at ATC from school or another job, and providing lunch/dinner removes another potential barrier to class participation.

2) 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:

ATC's largest program, the Introductory Training Program, prepares high school-aged students for career success by teaching auto repair basics in a real-world setting. The program enables teens and young adults to gauge their interest in a possible career in the automotive industry. The program is offered one evening a week for four weeks, and covers basic training around safety, tools used in auto repair, and basic repairs. Students learn from ATC Instructors using actual customer vehicles. Approximately 25-30% of Introductory students matriculate to the Entry-Level Training Program.

3) Training, job development, and employment which leads to self-sufficiency, including ex-offender services:

Upon completing the program, students have the opportunity to advance to the Entry-Level Technician (ELT) Program and to the Advanced-Level Technician (ALT) Program. ATC provides automotive technician training in a real automotive repair shop using customer vehicles. ATC's ELT and ALT students also achieve special wheel alignment and motor vehicle air conditioning certifications as part of the training curriculum, both of which help graduates obtain promotions even earlier.

All entry- to advanced-level ATC graduates are placed in full-time employment with one of several local employment partners. Graduates of the Entry-Level Technician Program are placed in entry-level technician positions and graduates of our Advanced-Level Technician Program are placed in mid-level positions with higher starting wages. As students near graduation, ATC instructors discuss each student's employment goals and needs, such as their preferred location and type of employer, in preparation for job placement. ATC communicates with employer partners to find the right fit for each student. ATC also provides resume development, interview practice, and transportation to interviews when needed.

ATC estimates that approximately 10% of our student population are justice-involved, based on self-reported student application information. ATC partners with Georgia Justice Project for criminal record expungement. Additionally, two of three skilled ATC volunteers who supported the Introductory Training Program course have had past experiences with

the legal system. Their participation demonstrates to students with similar backgrounds that a past mistake does not have to dictate their future.

ATC instructors are experienced automotive technicians with a passion for teaching youth and young adults. In addition to the automotive repair hard skills students are accountable for achieving, instructors focus on soft skills such as professional development and leadership development through ATC's four core values: dependability, passion for learning, confidence, and work ethic. Students are expected to arrive on time, wear a uniform, practice all safety protocols, keep their work areas clean, and demonstrate professionalism. Low teacher-to-student ratios enable students to work on a team and also receive personalized support and mentorship from instructors. Young adults who participate in the Introductory program graduate with increased knowledge of career opportunities, leadership and professionalism skills, and confidence to tackle new challenges.

Prospective students are referred to ATC through partner agencies such as Hearts to Nourish Hope in Clayton County, local high schools, word of mouth, and online. After completing an application, all prospective students are interviewed by an ATC staff member. In the interview process, staff explore candidates' level of interest in automotive repair, their level of need for ATC's programs, and their strengths and potential challenges as it relates to employability. All enrolled students must have a valid driver's license. Students accepted into the program are then placed in the appropriate course level. There is no fee to students for their training. Meals are provided at every session, which is a valuable benefit for many students who come from food-insecure homes.

ATC's three-bay automotive training facility is located in East Point. The entire facility is accessible for persons with disabilities because it is on ground level with no stairs. Employee and customer restrooms are equipped with handrails. Students work in small groups on customer vehicles in hands-on training that is fast-paced, challenging, and effective. They learn real-world skills such as lifting a vehicle, vehicle inspections, oil changes, replacing and balancing tires, replacing drive belts, repairing brakes, and more. ATC instructors work right alongside them, ensuring the work is done properly for the customers who entrust their cars to us and acting as mentors, cheering each student every step of the way. There is no fee to students for their training and meals are provided during each class. Financial assistance for rent, utilities, and transportation is provided to students when needed to remove barriers to participating in training. ATC also partners with community organizations such as CHRIS180 and Georgia Justice Project to offer additional support to help students reach their goals.

ATC's Introductory Training Program (ITP) gives students ages 15-25 an opportunity to gauge their interest in a possible career in automotive repair and is attended primarily by youth who have not been incarcerated but who live in high-risk communities. This course is held once a week in the evening, with three hours per session for four weeks, for a total of 12 hours of engagement.

Students in the Entry-Level Technician (ELT) Program and Advanced-Level Technician (ALT) Program receive additional life-skills training, transportation assistance, a certificate of graduation, and job placement after graduation with employers such as local dealerships. These programs focus on young adults ages 18-25 who are unemployed, underemployed, or have previously been involved with the criminal justice system. ELT equips students with the skills to gain entry-level employment as an automotive technician. The 10-week program is held during the daytime for 29 hours each week. ELT Program graduates are either placed in full-time employment with our employment partners or they can apply to the ALT Program, which equips students to diagnose and repair a wider range of automotive issues. This additional training enables ALT graduates to secure mid-level positions with higher wages. ALT is a 16-week program and students participate 29 hours each week. ATC's ELT and ALT students also achieve special wheel alignment and

motor vehicle air conditioning certifications as part of the training curriculum, both of which help graduates obtain promotions even earlier.

ATC staff work directly with students to apply for open positions with employer partners. ATC's leadership staff connect with each potential employer to ensure the best fit for both the future employee and future employer. ATC provides support with resume development, practice interviews, and transportation to interviews. Once an ATC student has passed the required tests at ATC, they are ready to begin work at their new job.

Strategic Priority Area Program Objectives:

ATC addresses three Health and Human Services Key Performance Indicators: 1) Percent of residents experience food insecurity; 2) Percent of high school students who graduate on time; and 3) Percent change in the homeless population from year to year.

ATC offers services to support the basic needs of its students so they can focus on completing training and entering the workforce. Meals are provided at every class to ensure students experiencing food insecurity are prepared to learn. The Student Support Fund also supports basic needs such as food, transportation, and housing when students are in crisis. For example, a past ATC student named Lana was experiencing homelessness when she encountered ATC. The Student Support Fund provided support for temporary housing and she completed the Entry-Level Technician training. Housed today, Lana became the first female automotive repair technician at Marietta Toyota. Today she is employed by Hertz Fleet Services.

ATC's Introductory Training Program is developed specifically for high school students to increase their understanding of a career in automotive repair as well as develop the confidence and soft skills to succeed in any career. This type of hands-on training is not available at most high schools. The community and mentorship offered through the program encourage students to complete their high school education in order to open up more opportunities and career choices. In the next 2-3 years, ATC also aims to partner with a GED preparation provider to assist students in achieving their GED while completing training at ATC.

Collaborations: (seven or more)

- 1) Fulton County Career Academy: ATC hosted a table at a recent career fair to share opportunities for training and employment in the automotive repair industry.
- 2) IRC (International Rescue Committee): IRC refers Refugees to ATC for training and job placement. Over the last two years, several Refugees have participated in training at ATC.
- 3) Hearts to Nourish Hope Clayton County (H2NH): ATC is an approved career path for H2NH clients. H2NH clients participate in ATC training and job placement as part of H2NH's overarching life skills and self-sufficiency program.
- 4) CHRIS180: ATC has referred students to CHRIS180 for substance abuse support and treatment.
- 5) Wells Fargo/Truist Bank: Bank representatives offer financial literacy workshops for ATC students.
- 6) Georgia Justice Project: ATC partners with Georgia Justice Project on criminal record expungement for justice-involved students.

7) Employer partners hire ATC students upon graduation. Past and present partners include, but are not limited to: MARTA, Ed Voyles Acura, American Car Center, and Grease Monkey, Hennessy Auto Group (Mazda Buick GMC and Hennessy Ford Lincoln), Curry Honda, Terry Cullen Chevrolet, Powertrain Solutions, Toyota South, Nalley Acura, and Mercedes-Benz USA.

Designation of CSP Funds:

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

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

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

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

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

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

Explanation of Funding Details:

ATC requests \$30,000.00 in support of vocational training and job placement programs in the automotive repair industry for Fulton County residents. Detailed expense breakdown includes:

Direct: \$28,000.00 for partial support of Instructor salaries and \$500 for student emergency financial assistance funds.

Administrative: \$1,500.00 - ATC's Executive Director and Student Services and Development Coordinator will lead execution, management, and reporting for Fulton CSP funds.

TOTAL REQUEST: \$30,000.00

Program Performance Measures:

Automotive Training Center Corporation 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 placed in Living Wage Employment; receiving training/job development/employment support...,Number of individuals receiving Emergency Financial Assistance,Number of individuals with improved access to economic opportunities, programs/resources focused on education...

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:

Evaluation Methods And Goals:

Automotive Training Center (ATC) prioritizes low teacher-to-student ratios, hands-on training, mentorship and relationship-building, and strong technical acumen. The goal is to equip under-resourced youth and young adults with the soft skills and technical skills to pursue a career in automotive repair, or any field of their choosing.

ATC Instructors work directly with students in small groups. The Introductory Training Program and Entry-Level Technician Program are implemented in small groups of 3-4 students. The Advanced-Level Technician Program trains one student at a time similar to the structure of an apprenticeship. Training is primarily hands-on using real ATC customer vehicles. Training aids are used when needed to supplement learning via customer repairs. ATC's training includes limited classroom instruction and all ATC training occurs in person at our East Point shop. Students are required to attend all classes, and more than three unexcused absences may result in expulsion from the course. ATC Instructors use checklists and assessments to evaluate student progress in meeting technical competencies. Entry-Level Technician Program assessments are attached here for reference.

Milestones And Schedule:

ATC accepts applications year-round and classes are offered on an ongoing basis, which supports our model of providing automotive repair services to the general public. Five full-time instructors teach and mentor 3-4 students for each class cohort of Introductory and Entry-Level and one student for Advanced-Level. Once a class culminates - ten weeks for Entry-Level or 16 weeks for the Advanced-Level class - a new cohort is ready to begin. Job placement for entry- and advanced-level students begins approximately 4 weeks into training. ATC aims for students to begin their new job as soon as their ATC coursework is completed successfully.

There is no fee for training but students must demonstrate commitment and interest in the program through an application process. Once accepted, they complete a pre-program survey to learn more about their background and create a benchmark for their overall knowledge and attitudes. A post-program survey is completed around the time of graduation and again at six months to a year later.

Data Collection Tools:

ATC uses student applications, class attendance forms, and course assessments, to track and report on quantitative performance measures. ATC students in the entry- and advanced-level courses complete a pre-program survey and postprogram survey to capture qualitative data, including changes in confidence in regards to finding and preparing for employment. The survey also measures satisfaction of their experience at ATC. ATC maintains a database on the Salesforce platform where this data is stored and analyzed. The organization also keeps detailed records on Emergency Financial Assistance requests, requests approved, payments in the form of gift cards to students, and payments in the form of direct bill pay to vendors.

County Defined Performance Measures: (select three)

- 1) Number of individuals receiving Emergency Financial Assistance: ATC will provide emergency financial assistance for two or more Fulton County students in 2024
- 2) 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: At least 12 ATC students will receive career exploration, job readiness skills, and coaching from ATC Instructors through our ITP course.
- 3) Number of individuals receiving training/job development/employment support services which leads to self-sufficiency: At least 12 Fulton County students who participate in ITP will have the opportunity to advance to our ELT and ALT components which offer expanded automotive repair job skills training and employment support services, such as practice interviews, resume development, and transportation to interviews. All entry- to advanced-level graduates will be placed in full-time employment.

Agency Defined Performance Measure(s):

In addition to three Fulton County Performance Measures, ATC will track and report three agency-defined performance measures:

- 1) Percent of Fulton County students served in 2024 who report they would recommend ATC to a friend, as evidenced by the student post-program survey completed at each student's graduation. ATC anticipates that at least 95% of Fulton County graduates will report that they would recommend ATC to a friend.
- 2) Percent of Fulton County students served in 2024 who report they feel well-prepared to enter the workforce after graduation, as evidenced by the student post-program survey completed at each student's graduation. ATC anticipates that at least 95% of Fulton County graduates will report they feel well-prepared to enter the workforce after graduation.
- 3) Percent of Fulton County students served in 2024 who report they know where to find career and employment information, as evidenced by the student post-program survey completed at each student's graduation. ATC anticipates that at least 95% of Fulton County graduates will report that they know where to find career and employment information.

ADDITIONAL REQUIREMENTS

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

- 1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
- 2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
- 3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
- 4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
- 5. Contractor agrees to comply with the Operational Specifications outlined in 2024 Consolidated Community Services Program 24RFP013124C-MH.
- 6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgment: "Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."

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

Reporting

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

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

Expenditure of Funds

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

more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

- (a) Fulton County agrees to pay Contractor a maximum sum of \$30,000.00.
- (b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.
- (c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.
- (d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in 2024 Consolidated Community Services Program 24RFP013124C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.
- (e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

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

To Fulton County:

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

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

To Contractor:

Automotive Training Center Corporation 2210 Sylvan Rd. Suite M East Point, Georgia 30344 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 **Automotive Training Center Corporation**, 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.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services1 under a contract with [insert name of prime contractor (Agency)] on behalf of Fulton County Automotive Training Center, Inc. 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. 1758331 EEV/Basic Pilot Program* User Identification Number Automotive Training Center, Inc. Name of Contractor (Agency) BY: Authorized Signature of Officer or Agent of Contractor Executive Director Title of Authorized Officer or Agent of Contractor of Contractor Larry Witherspoon, Jr. Printed Name of Authorized Officer or Agent of Contractor Sworn to and subscribed before me this Notary Public: County: Commission Expires: ()5

¹O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

^{2*}[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

#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 subcor 13-10-91, stating affirmatively that the individual,		
physical performance of services ³ under a contra	act with linsert nan	ne of prime contractor
(Agency)]	on	behalf of Fulton County
(Agency)] has registered with and is participating	g in a federal work au	uthorization program*,4 in
accordance with the applicability provisions and dea	adlines established i	n O.C.G.A. 13-10-91.
EEV/Basic Pilot Program* User Identification Numb	er of Subcontractor	
•		
Name of Subcontractor (Individual/Agency)		
rtaine of easternation (marriadam) igency)		
BY: Authorized Signature Officer or Agent of Subco		
B1. Additionized Signature Officer of Agent of Subco	Titiactor	
T::: (A !! : 10ff		
Title of Authorized Officer or Agent of Subcontracto	r	
	 ,	
Printed Name of Authorized Officer or Agent of Sub	contractor	
Sworn to and subscribed before me this da	y of	, 20
Notary Public:		
		
County:		
Commission Expires:		

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: John Caffrey			
Southern States Insurance - JC 3130 Golf Ridge Blvd., Suite 200		PHONE (A/C, No, Ext): 678-715-9513 FAX (A/C, No): 770-	147-0704		
Douglasville GA 30135	•	E-MAIL ADDRESS: JCaffrey@southernstatesinsurance.com			
		INSURER(S) AFFORDING COVERAGE	NAIC#		
		INSURER A : PENN-AMERICA INSURANCE COMPANY	32859		
NSURED Automotive Training Center Co 126 Brown Avenue, SE	AUTOMOT-	INSURER B: UNITED STATES LIABILITY INSURANCE CO	25895		
	poration	INSURER C: HANOVER INSURANCE COMPANY	22292		
Atlanta GA 30315		INSURER D : Nautilus Insurance Company	17370		
		INSURER E: CERTAIN UNDERWRITERS AT LLOYDS, LONDO!	1		
		INSURER F: UTICA NATIONAL INSURANCE GROUP	25976		
00/504050	OFFICIONE NUMBER: 400000040	DEVICION NUMBER			

COVERAGES CERTIFICATE NUMBER: 120688843 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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAT HAVE BEEN REDUCED BY FAID CLAIMS.							
INSR LTR			ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X	COMMERCIAL GENERAL LIABILITY	Υ	PAV0443568	6/20/2024	6/20/2025	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	Х	POLICY PRO- LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:					Garage Keepers	\$ 120,000
Α	AUT	TOMOBILE LIABILITY		PAV0443568	6/20/2024	6/20/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
		HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							Deductible	\$ 1,000
D		UMBRELLA LIAB X OCCUR		AN1317296	6/20/2024	6/20/2025	EACH OCCURRENCE	\$ 1,000,000
	Х	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 1,000,000
		DED RETENTION\$						\$
F		RKERS COMPENSATION DEMPLOYERS' LIABILITY		5087674	10/24/2023	10/24/2024	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE		N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mar	ndatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	s, describe under SCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E B C		fessional Liability actors & Officers Liability ne		MR23A792 NDO1571441G BDA-H486705-01	6/16/2024 10/10/2023 1/22/2024	6/16/2025 10/10/2024 1/22/2027	Per Claim/Aggregate Per Occur/Aggregate Employee Theft	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)
Larry Witherspoon, President excluded from Workers' Compensation/Employers Liability policy benefits by endorsement.
The Certificate Holder is an Additional Insured when required by written contract with regard to the policies listed above.

The Certificate Holder has a Waiver of Subrogation in their favor when required by written contract with regards to the policies listed above.

Professional Liability policy MR23A792 includes Sexual Misconduct Liability Limits: \$1,000,000 Per Claim / \$1,000,000 Aggregate

Deductible: \$25,000 each Victim

CERTIFICATE HOLDER	CANCELLATION
Fulton County Government 141 Pryor St SW	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Atlanta, GA 30303-3408	AUTHORIZED REPRESENTATIVE

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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 Docusigned by: Kobert L. Pitts Robert L. Pitts, Chairman	VENDOR NAME Automotive Training Center Corporation Docusioned by Name of Signatory: Larry Witherspoon Jr Larry Witherspoon Jr Executive Director 36A7CE98999C2436 Authorized Signature
Fulton County Board of Commissioners	Tumonzea dignature
ATTEST: Docusigned by: Tonya K. Grict EEC476C4837648D	ATTEST: Signed by: Name of 2nd Signatory: Melinda Carver Mulinda Giddaudid Signatory: Development & Student Support Coor
Tonya R. Grier Clerk to the Commission (Affix County Seal)	Second Authorized Signature (Affix Corporate Seal, if applicable)
APPROVED AS TO FORM: Signed by: David Lowman OEC92EDADEFB4B8 Office of the County Attorney	
APPROVED AS TO CONTENT: Docusigned by: Starty Wilson 5E4D76DFB4A0450 Stanley Wilson, Director	
Fulton County Department of Community Development Please select RM or 2ND RM from the check	ckbox
RM	X 2ND RM
ITEM#: RM: REGULAR MEETING	ITEM#: 24-0350 2ND RM: 5/5/2024 SECOND REGULAR MEETING



Certificate Of Completion

Envelope Id: 639D31D0B32C45589039D0ABF020BFF7 Status: Completed

Subject: Please DocuSign: 2024 CCSP Contract-Automotive Training Center Corporation-BOC Agenda#24-0350

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 26 Certificate Pages: 7 AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Canada)

Signatures: 6 Initials: 0

Envelope Originator: Cherie Williams Stamps: 1 141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Cherie.Williams@fultoncountyga.gov

IP Address: 136.55.230.223

Record Tracking

Status: Original

7/24/2024 12:01:50 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

Larry Witherspoon, Jr.

larry@automotivetrainingcenter.org

Executive Director

Security Level: Email, Account Authentication

(None)

Signature DocuSigned by:

> Larry Witherspoon, Jr. 36A7CE9899C2436

Signature Adoption: Pre-selected Style Using IP Address: 104.182.207.38

Timestamp

Sent: 7/30/2024 4:38:09 PM Viewed: 7/31/2024 7:50:10 AM Signed: 7/31/2024 7:51:00 AM

Electronic Record and Signature Disclosure:

Accepted: 7/31/2024 7:50:10 AM

ID: 39391971-c017-415f-9aa0-931610bba387

Melinda Carver

melindac@automotivetrainingcenter.org Security Level: Email, Account Authentication

(None)

Melinda Carrer 1254D568E4B5453

Signature Adoption: Pre-selected Style Using IP Address: 24.99.134.46

Sent: 7/31/2024 7:51:02 AM Resent: 7/31/2024 10:55:59 PM Viewed: 8/8/2024 11:58:49 AM Signed: 8/8/2024 12:00:43 PM

Electronic Record and Signature Disclosure:

Accepted: 8/8/2024 11:58:49 AM

ID: 7818f713-cad6-4ebe-9d2d-e9d9c73667dc

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: 8/8/2024 12:00:45 PM Viewed: 8/9/2024 10:28:14 AM

Signed: 8/9/2024 10:28:28 AM

Sent: 8/9/2024 10:28:31 AM Viewed: 8/9/2024 10:42:06 AM Signed: 8/9/2024 10:42:13 AM

Signature Adoption: Pre-selected Style

Using IP Address: 76.209.103.30

Stanley Wilson

Signer Events Signature Timestamp Electronic Record and Signature Disclosure: Not Offered via DocuSign Sent: 8/9/2024 10:42:16 AM Lauren Hansford Completed lauren.hansford@fultoncountyga.gov Resent: 8/13/2024 12:54:57 PM Security Level: Email, Account Authentication Viewed: 8/14/2024 10:39:53 AM Using IP Address: 74.174.59.4 (None) Signed: 8/14/2024 10:41:47 AM **Electronic Record and Signature Disclosure:** Accepted: 8/14/2024 10:39:52 AM ID: b7221383-25ce-4042-b204-592c825524b8 **David Lowman** Sent: 8/14/2024 10:41:50 AM David Lowman David.Lowman@fultoncountyga.gov Viewed: 8/14/2024 10:42:36 AM Security Level: Email, Account Authentication Signed: 8/14/2024 10:43:34 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4 **Electronic Record and Signature Disclosure:** Accepted: 8/14/2024 10:42:35 AM ID: 31e68165-3c22-46f6-ac9a-18c3b4d34f8f Nikki Peterson Sent: 8/14/2024 10:43:37 AM Completed Viewed: 8/14/2024 2:40:52 PM nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Signed: 8/14/2024 2:41:46 PM 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: 8/14/2024 2:41:49 PM Robert L. Pitts michael.oconnor@fultoncountyga.gov Viewed: 8/14/2024 2:42:25 PM Security Level: Email, Account Authentication Signed: 8/14/2024 2:42:31 PM (None) Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4 **Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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

Security Level: Email, Account Authentication (None)

— DocuSigned by: Tonya K. Grich —EEC476C4837648D...

TO COMPANY OF THE PARTY OF THE

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

Sent: 8/14/2024 2:42:34 PM

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Signed: 8/14/2024 2:53:48 PM

Electronic Record and Signature Disclosure:

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

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

Signer Events Signature Timestamp Mark Hawks3 Sent: 8/14/2024 2:53:52 PM Completed mark.hawks@fultoncountyga.gov Viewed: 8/14/2024 4:18:08 PM Chief Assistant Purchasing Agent Signed: 8/14/2024 4:18:12 PM 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: 7/30/2024 4:38:07 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: 7/30/2024 4:38:07 PM COPIED cherie.williams@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 7/30/2024 4:38:08 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 Dian DeVaughn Sent: 8/14/2024 4:18:16 PM 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 Status Timestamps** Hashed/Encrypted 7/30/2024 4:38:08 PM **Envelope Sent** Certified Delivered Security Checked 8/14/2024 4:18:08 PM

Envelope Summary Events	Status	Timestamps		
Signing Complete	Security Checked	8/14/2024 4:18:12 PM		
Completed	Security Checked	8/14/2024 4:18:16 PM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

CONSUMER DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Fulton County, Georgia:

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

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

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

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

To request paper copies from Carahsoft OBO Fulton County, Georgia

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

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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 consent to receive from exclusively through electronic means all notices, disclosures,
 authorizations, acknowledgements, and other documents that are required to be provided
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 my relationship with you.