



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

**WITNESSETH**

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

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

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

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

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

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

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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:** Children and Youth Services

#### **CCSP Funding Priority(ies):**

**Children and Youth:** Ensure Safety and Justice by providing alternatives to activities/contributing factors leading to unhealthy behaviors...,In school Afterschool Out of School Programs to help bring up academic...,Programs addressing mental health depression stress trauma and anxiety among youth and teens,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...,Programs focusing on kindergarten readiness...

**Disabilities:** Not Applicable

**Economic Stability:** Not Applicable

**Health and Wellness:** Not Applicable

**Homelessness:** Not Applicable

**Senior Services:** Not Applicable

**Veterans Services:** Not Applicable

**Favor House, Inc., It Takes A Village Youth Enrichment Program** 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):**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Residents Served by the program (facility) location</b>
Favor House	1926 John Calvin Ave	College Park	GA	30337	4	1,2,3,4,5,6
Favor House	Virtual	College Park	GA	30337	4	1,2,3,4,5,6

**Approach and Design:**

**Favor House, Inc., It Takes A Village Youth Enrichment Program** will provide services to **15** clients that reside in Fulton County, with CCSP funding.

**Favor House, Inc., will provide the following activities and services in Fulton County with CCSP funding:**

Favor House's "It Takes A Village" program is dedicated to fostering an environment where children are empowered to achieve their highest potential, providing them with a positive outlook on their future. Through our track and field program, offered 3-4 days a week, we not only aim to develop future leaders but also nurture inner champions. We extend our reach into the community, schools, and recreation facilities to engage with youth who may benefit from our enrichment programs. We firmly believe that every child deserves a champion to guide them towards a brighter path, and the resources provided by CSP will enable us to continue this important work.

The COVID-19 pandemic has had a disproportionate impact on underserved youth, exacerbating existing risk factors and dimming their outlook on the future. To counter this, our program aims to provide access, equity, and inclusion, leveling the playing field for all. Additionally, we recognize the sedentary lifestyle adopted by many residents in our target audience during the pandemic, leading to increased rates of obesity. Our proposed events seek to address this by offering fun and engaging opportunities for children and families to incorporate physical activities into their daily lives.

We are proud to be one of ten organizations selected by the Children in Nature Network to participate in a national movement aimed at helping households with children maximize their potential through local nature experiences and programs. Research shows that time spent in nature enhances happiness, health, and academic success among children and youth. Furthermore, integrating nature-based programming into youth development initiatives fosters social-emotional well-being, leadership skills, and community connections.

At Favor House, we recognize the myriad benefits of locating our programs in parks and recreational facilities. Not only do these settings provide opportunities for physical and mental health improvement, but they also facilitate connectivity with nature and serve as communal spaces for families and individuals to come together. We have observed significant health benefits, especially among multi-generational households, through our programs such as our regularly scheduled walking plan. With the requested CSP funding, we anticipate achieving similar positive outcomes and making a lasting impact on the well-being of our community members.

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

Based on the awarded amount of **\$25,000.00**, 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.)	\$1,250.00
<b>Operational</b>	\$20,000.00
<b>Direct Services</b>	\$3,750.00
<b><i>Total</i></b>	<b>\$25,000.00</b>

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

Favor House will utilize the CSP funds to enhance our capacity to serve the Fulton County community effectively. This funding will be instrumental in our ongoing efforts to narrow the disparity gap, promote equity, and ensure inclusivity for all individuals participating in our programs and services. By investing in our organization's development, the CSP funds will enable us to build a sustainable framework for addressing the needs of underserved children and youth in our area.

Specifically, the CSP funding will support various aspects of our operations and programming, allowing us to allocate resources where they are most needed. Here's a breakdown of how the funds will be utilized:

Administrative Expenses - \$1250.00

- \$1250.00 will be allocated towards executive salary to ensure effective leadership and management.

Operational Expenditures - \$20,000.00

- \$1,500.00 will cover essential office supplies.
- \$500.00 will be dedicated to marketing efforts to expand our reach and impact.
- \$13,500.00 will contribute to lease, utilities, internet, insurance, and building maintenance, ensuring a conducive environment for our programs.
- \$4,500.00 will support transportation costs, including gas and bus maintenance, facilitating access to our services for those in need.

Direct Services - \$3,750.00

- \$2,500.00 will be allocated towards youth scholarships, tutors, and training programs, ensuring educational opportunities for all.
- \$500.00 will cover program supplies, materials, special events, and uniforms, enhancing the quality and scope of our offerings.
- \$750.00 will be dedicated to meet entries and registration fees, enabling participation in competitive events and fostering a sense of achievement and belonging.

These funding allocations will enable Favor House to continue its transformative work, providing vital resources and opportunities for children and youth to thrive and become productive members of society. We are immensely grateful for the support of the CSP program and remain committed to making a lasting impact in our community.

**Program Performance Measures:**

**Favor House, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.**

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

**Children and Youth:** Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...

**Disabilities:** Not Applicable

**Economic Stability:** Not Applicable

**Health and Wellness:** Not Applicable

**Homelessness:** Not Applicable



**Senior Services:** Not Applicable

**Veterans Services:** Not Applicable

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

Favor House Inc.'s "It Takes a Village" enrichment programs serve as the cornerstone of our mission and long-term objectives. Within this framework, our Track & Field Program holds a specific goal: to mitigate behavioral issues among youth in our communities by offering a free and beneficial summer activity. While the program's success is evident in the numerous accolades received by the Favor House Track team, we also prioritize assessing its impact on participants' behavior.

To measure behavioral improvements, we implement a parent/guardian evaluation system at the end of each session. This evaluation consists of simple yes or no questions, such as, "Have you observed an improvement in your child's attitude since their involvement in the Favor House Track Team?" The feedback collected is then analyzed by Favor House staff, facilitating discussions on program enhancements and additional support services tailored to address behavioral concerns.

Moreover, we recognize the importance of ongoing assessment in our Literacy Program. Our tutors, teachers, and trainers understand that assessment is integral to learning progress. By gathering comprehensive data on students' performance, we can tailor instruction to meet their specific needs effectively. Throughout the program, participants are regularly evaluated, allowing us to monitor their progress and provide targeted support and guidance where necessary.

In essence, our approach prioritizes continuous assessment and targeted instruction to ensure that participants receive the support they need to thrive academically and behaviorally. Through these structured evaluations, we strive to foster a nurturing environment where every child has the opportunity to succeed.

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

Track & Field/Health and Wellness Measures:

- 90% of participants will demonstrate overall physical improvement and acquire knowledge of a healthy nutritional lifestyle.
- 85% of participants will achieve the ability to run a mile without interruption, appropriate to their age.

- 90% of participants will successfully complete age-appropriate exercises such as push-ups, jumping jacks, and sit-ups.
- Launch a weight-management program to support participants in achieving healthy body weights.
- Foster positive eating habits, such as mindful eating and establishing meal routines.
- Encourage meal planning and healthier food choices, including reducing consumption of fatty and processed foods.
- Teach portion control techniques and strategies for reducing calorie intake.
- Promote increased physical activity, particularly through walking, to foster a more active lifestyle.
- Advocate for parental awareness of their child's school meals and encourage family meals without electronic distractions.
- Discourage the use of food as a reward and limit unnecessary snacking.
- Emphasize the importance of regular physical exercise for overall health and well-being.

Literacy Measures/Assessments:

- Utilize formative assessments to identify and address student misconceptions in real-time.
- Align formative assessments with classroom summative assessments to ensure consistency.
- Implement various assessment methods including rich tasks, standard checklists, targeted questioning, and polls.
- Provide participants with actionable and descriptive feedback to highlight areas of success and opportunities for improvement. This feedback aims to enhance awareness and facilitate continuous growth in literacy skills.

## **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 **\$25,000.00**.

(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:

**Favor House, Inc.**  
**1926 John Calvin ave**  
**College Park, Georgia 30337**

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 **Favor House, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(b) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall



apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

#### **ARTICLE VIII - INSURANCE**

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the "Insurance and Risk Management Provisions" document, Attachment "A", with Fulton County, Georgia added as an "Additional Insured". The cancelation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### **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 & 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)]** Favor House 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.

**395164**

EEV/Basic Pilot Program\* User Identification Number

**Favor House**

Name of Contractor (Agency)

*Subrenia Willis*  
BY: Authorized Signature of Officer or Agent of Contractor

**Executive Director**

Title of Authorized Officer or Agent of Contractor of Contractor

**Subrenia Willis**

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 16<sup>th</sup> day of February, 2024.

Notary Public: *Renita L. Reeves*

County: Fulton

Commission Expires: May 29, 2027



<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.) for a 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].

## 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)] 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.

395164 NA

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

Favor House  
Name of Subcontractor (Individual/Agency)Subrenia Willis  
BY: Authorized Signature Officer or Agent of SubcontractorExecutive Director  
Title of Authorized Officer or Agent of SubcontractorSubrenia Willis  
Printed Name of Authorized Officer or Agent of SubcontractorSworn to and subscribed before me this 16<sup>th</sup> day of February, 20 24.Notary Public: Renita L. ReevesCounty: FultonCommission Expires: May 29, 2027

<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].



**From:** [Williams, Cherie](#)  
**To:** [Everhart, Tawanda](#)  
**Subject:** RE: Favor House Waiver request  
**Date:** Tuesday, July 2, 2024 10:57:27 AM

---

Good morning Tawanda,

I am in receipt of Favor House's wavier request letter for Workmen's Compensation liability. As indicated in the letter provided (provided below), the wavier request is approved as the agency only has one full time employee. As evidence of this approved waiver, please ask Favor House to upload this email with the COI as one document.

**Letter provided by Favor House**

To whom it may concern

I am writing to provide an explanation regarding the absence of Workman's Compensation coverage in our liability insurance policy, given our status as a non-profit organization with only one employee.

At Favor House, Inc, our primary mission is to serve our community and fulfill our charitable objectives. We operate with limited resources and rely heavily on the dedication of our staff, volunteers, and supporters to carry out our mission effectively. Currently, we employ only one full-time employee who plays a crucial role in facilitating our operations.

Our decision to exclude Workman's Compensation coverage from our liability insurance policy has been made in compliance with the law and after consultation with legal and insurance professionals.

In the event that our employment circumstances change, and we hire additional employees, we will thoroughly assess our insurance coverage and promptly make any necessary adjustments to ensure that we meet all relevant regulatory requirements, including obtaining Workman's Compensation coverage if it becomes mandatory.

We are truly grateful for your ongoing support and partnership with us. If you have any further questions or require additional information, please feel free to contact us at your convenience.

Thank you for your understanding and collaboration in this matter.

Sincerely,  
*Dr. Subrenia Willis*

Dr. Subrenia Willis  
Executive Director/ Founder  
Favor House, Inc  
678-760-2159

Thank you!

**Cherie Williams**

Program Manager

Youth and Community Services Division | Department of Community Development  
404-612-5348 (office) | 404-612-1109 (efax)

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[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [FGTV](#) | [#OneFulton E-News](#)

---

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

**Sent:** Tuesday, July 2, 2024 10:33 AM

**To:** Williams, Cherie <Cherie.Williams@fultoncountyga.gov>

**Subject:** Fwd: Favor House Waiver request

Please review and let me know if this waiver can be approved.

Thanks



**Tawanda Everhart, CPM®**

**District Administrator**

Youth and Community Services Division | Department of  
Community Development

137 Peachtree Street, SW, Atlanta | Georgia 30303

404-612-7106 (office) | 404-612-3581 (efax)

Connect with Fulton County:

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [FGTV](#) | [#OneFulton E-News](#)

Begin forwarded message:

**From:** Info <[swillis363@aol.com](mailto:swillis363@aol.com)>

**Date:** July 2, 2024 at 10:29:47 AM EDT

**To:** "Everhart, Tawanda" <[Tawanda.Everhart@fultoncountyga.gov](mailto:Tawanda.Everhart@fultoncountyga.gov)>

**Subject:** Favor House Waiver request

**This Message Is From an External Sender**

This message came from outside Fulton County Government. Use caution with links/attachments.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/29/2024

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> Waller and Company Insurance Agency 1129 Senoia Rd. # B Tyrone, Georgia 30337	Phone: Fax:	<b>CONTACT NAME:</b> Art Waller <b>PHONE (A/C, No, Ext):</b> 770-432-4065 <b>FAX (A/C, No):</b> 770-438-1602 <b>E-MAIL ADDRESS:</b> artwaller@wallersolutions.com
<b>INSURER(S) AFFORDING COVERAGE</b>		
		<b>NAIC #</b>
<b>INSURED</b> Subrenia Willis dba Favor House 1926 John Calvin Ave. College Park, Georgia 30337		
<b>INSURER A:</b> Scottsdale Insurance Company		
<b>INSURER B:</b> Progressive Insurance Company		
<b>INSURER C:</b> Scottsdale Insurance Company		
<b>INSURER D:</b> Scottsdale Insurance Company		
<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
✓	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	✓		(A) GL 00697023	06/05/2024	06/05/2025	EACH OCCURRENCE \$ 2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 1,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
✓	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			(B) Progressive Insurance Company	10/27/2023	10/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
✓	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000.00			(C) 00697024	06/05/2024	06/05/2025	EACH OCCURRENCE \$ 1,000,000.00 AGGREGATE \$ 1,000,000.00
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Sexually Abusive Acts Limited liability Coverage	✓		(D) GL 0069723	06/05/2024	06/05/2025	100,000.00

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

## CERTIFICATE HOLDER

## CANCELLATION

Fulton County Government  
 141 Pryor Street SW  
 Atlanta, Georgia 30303-3408

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



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 **Favor House, Inc.**

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

DocuSigned by: Name of Signatory: Dr Subrenia Willis  
*Subrenia Willis*  
Title of Signatory: Executive Director  
8D2C7B352F46471...  
Authorized Signature

ATTEST:

ATTEST:

DocuSigned by:  
*Tonya R. Grier*  
EEC476C4837648D...  
Tonya R. Grier  
Clerk to the Commission

Signed by: Name of 2nd Signatory: **Bernice Johnson**  
*Bernice Johnson*  
Title of Signatory: **Secretary**  
4B63F9A5B62047A...  
Second Authorized Signature

(Affix County Seal)



(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: _____	ITEM#: 24-0350 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING

Certificate Of Completion

Envelope Id: 3B6DE269049449458A17FF7D59333F18		Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Favor House, Inc.-BOC Agenda#24-0350		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 26	Signatures: 6	Envelope Originator:
Certificate Pages: 7	Initials: 0	Cherie Williams
AutoNav: Enabled	Stamps: 1	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
7/18/2024 10:55:23 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
---------------	-----------	-----------

Subrenia Willis	<div>DocuSigned by:</div> <div>Subrenia Willis</div> <div>8D2C7B352F46471...</div>	Sent: 7/24/2024 6:07:54 PM
swillis363@aol.com		Viewed: 7/25/2024 12:22:20 AM
President		Signed: 7/25/2024 10:17:33 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 99.73.20.242	

Electronic Record and Signature Disclosure:  
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ID: 9e0e7e4a-8434-4cb5-8e4a-d21b578cd6d0

Bernice Johnson	<div>Signed by:</div> <div>Bernice Johnson</div> <div>4B63F9A5B62047A...</div>	Sent: 7/25/2024 10:17:36 AM
bernicejohnson100@yahoo.com		Resent: 7/29/2024 11:39:09 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Resent: 7/31/2024 10:55:12 PM
	Using IP Address: 104.59.88.178	Resent: 8/8/2024 6:21:38 PM
	Signed using mobile	Resent: 8/13/2024 12:55:36 PM
		Resent: 8/23/2024 4:50:48 PM
		Resent: 9/4/2024 5:09:40 PM
		Viewed: 9/5/2024 3:11:19 PM
		Signed: 9/5/2024 3:22:29 PM

Electronic Record and Signature Disclosure:  
Accepted: 9/5/2024 3:11:19 PM  
ID: f0d5677f-4f37-40d8-8d78-c079d0b781fe

Mark Hawks2	<div>Completed</div>	Sent: 9/5/2024 3:22:32 PM
mark.hawks@fultoncountyga.gov		Viewed: 9/9/2024 1:19:25 PM
Chief Assistant Purchasing Agent	Using IP Address: 45.20.200.178	Signed: 9/9/2024 1:19:41 PM

Purchasing and Contract Compliance  
Security Level: Email, Account Authentication (None)  
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: 9/9/2024 1:19:44 PM Viewed: 9/9/2024 1:38:34 PM Signed: 9/9/2024 1:38:40 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: 74.174.59.10	Sent: 9/9/2024 1:38:44 PM Resent: 9/18/2024 1:57:06 PM Viewed: 9/19/2024 11:41:30 AM Signed: 9/19/2024 11:47:00 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/19/2024 11:41:30 AM ID: dc502f7b-8692-410c-aaab-9ce093ade7b0		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Signed by:  0EC92EDADEFB4B8...  Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10	Sent: 9/19/2024 11:47:03 AM Viewed: 9/19/2024 11:48:23 AM Signed: 9/19/2024 11:50:07 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/19/2024 11:48:23 AM ID: 60cb1f64-d702-4b81-ba7c-a632ba1b72a3		
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: 9/19/2024 11:50:09 AM Viewed: 9/19/2024 12:54:17 PM Signed: 9/19/2024 12:55:45 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: 9/19/2024 12:55:48 PM Viewed: 9/19/2024 12:58:17 PM Signed: 9/19/2024 12:58:20 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: 9/19/2024 12:58:22 PM Viewed: 9/19/2024 5:37:33 PM Signed: 9/19/2024 5:37:45 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: 9/19/2024 5:37:49 PM Viewed: 9/19/2024 5:52:36 PM Signed: 9/19/2024 5:52:49 PM
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 6:07:53 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 6:07:53 PM Resent: 9/19/2024 5:53:04 PM
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 6:07:54 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: 9/19/2024 5:52:58 PM Viewed: 9/20/2024 12:38:36 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/24/2024 6:07:53 PM
Envelope Updated	Security Checked	9/4/2024 5:09:39 PM
Envelope Updated	Security Checked	9/4/2024 5:09:39 PM
Certified Delivered	Security Checked	9/19/2024 5:52:36 PM
Signing Complete	Security Checked	9/19/2024 5:52:49 PM
Completed	Security Checked	9/19/2024 5:52:58 PM

Payment Events	Status	Timestamps
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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..

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PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
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