



**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 **Breakthrough Atlanta** (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 and services focusing on one or more of the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Breakthrough Atlanta, Breakthrough Atlanta High School Readiness 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
The Lovett School	4075 Paces Ferry Road, N.W.	Atlanta	Georgia	30327	3	2,3,4,5,6

Approach and Design:

Breakthrough Atlanta, Breakthrough Atlanta High School Readiness will provide services to **33** clients that reside in Fulton County, with CCSP funding.

Breakthrough Atlanta, will provide the following activities and services in **Fulton County** with CCSP funding:

ACTIVITIES AND HOW THEY ARE ACCOMPLISHED

Breakthrough's High School Readiness program directly aligns with multiple Fulton County Children's and Youth Services funding priorities. First, as an out-of-school program, it ensures students meet or exceed target reading levels and math scores so they are ready for high school. Breakthrough's academically rigorous High School Readiness Summer Program includes instruction in math, English Language Arts and STEM to prepare students to succeed during the school year. Our curriculum engages evidence-based strategies including project-based learning, teamwork and culturally responsive pedagogy. We will engage approximately 94 Fulton county students (33 of which will be supported with CCSP funds) in 90 hours of academic enhancement and 90 hours of enrichment each.

Secondly, the program also ensures students are socially and emotionally equipped to thrive in high school and graduate on time through our Student Support Services that address unhealthy behaviors and issues that combat juvenile delinquency.

Finally, Breakthrough's services align with two of the six My Brother's Keeper National milestones: #3 Graduate from High School and #4 Complete post-secondary education or training. Breakthrough collaborates with Atlanta Public Schools to ensure young men of color have every opportunity to join the Breakthrough family by targeted recruiting, mentorship and encouragement. One-hundred percent of Breakthrough male students of color who matriculated through all six years of Breakthrough's programming graduated from high school on time.

STRATEGIC PRIORITY AREA PROGRAM OBJECTIVES

Breakthrough's programming directly supports the following "Health and Human Services" key performance indicators:

Help residents realize their educational potential through our community services and library

Programs, specifically:

- Percentage of high school students who graduate on time
- Percentage of high school students who meet literacy requirements
- Percentage of sixth through eighth graders who meet target reading levels

COLLABORATIONS

Breakthrough partners formally and informally with individual public schools and districts across metro Atlanta. Breakthrough is recognized as a partner program of Atlanta Public Schools and Marietta City Schools and is pursuing new partnerships with Fulton and Cobb County Schools. Our team works with teachers, principals and counselors from our partner schools to reach prospective students and identify students who are a good fit for the program. We also recruit many of our Instructional Coaches and other summer staff from partner schools.

Breakthrough also collaborates with The Lovett School such as our recent partnership with Lovett high school students, led by Gabby Tobin, and Breakthrough students. During summer 2023, Gabby, and a team of fellow classmates from Lovett and other area schools, led Breakthrough 7th graders in her innovative math tutoring program. Breakthrough students practiced important math concepts and worked together to create math tutorial videos that are being shared across the country.

We also partner with The Scholarship Academy, a comprehensive scholarship preparatory program, to provide scholarship and financial aid information and counseling. We also contract with Pathways to Academic Success to offer SAT test preparation courses and with College Essay Guy to provide our College Essay Boot Camp. During the school year, we partner with C2 Education, a local test prep and tutoring agency, to provide tutoring services for high school students. Through our Student Support Services, some examples of organizations we collaborate with to meet student needs include Chris 180, Second Helpings and United Way of Greater Atlanta.

Designation of CSP Funds:

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

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

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

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

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

Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	\$1,470.00
Operational	\$0.00
Direct Services	\$28,530.00
<i>Total</i>	\$30,000.00

Explanation of Funding Details:

Breakthrough Atlanta requests \$30,000 to fund salaries and benefits of the Breakthrough Atlanta staff responsible for the implementation of our High School Readiness Program. Funding received through this request will be used to pay partial salaries and benefits for three full time staff members responsible for designing and implementing our High School Readiness Program. Additionally, funds will be used to partially cover the cost of three temporary staff positions. Our request also includes 4.9% in Administrative support. The remaining 94.1% is toward Direct Service Expenditures (direct service personnel). The positions that this funding will support are listed below.

Administrative Costs: A portion of salary of Director of Curriculum & Instruction

Director of Curriculum & Instruction

Breakthrough's Director of Curriculum & Instruction works year-round and is responsible for recruiting and training Instructional Coaches, designing our high school readiness programming, executing internal evaluations and more.

Direct Services: A portion of pay for direct service personnel including: Curriculum & Instruction Manager, Student Support Services Manager, Instructional Technologist, Dean of Faculty and Dean of Students

Curriculum & Instruction Manager

Breakthrough's Curriculum & Instruction Manager works year round and is responsible for recruiting, screening and training Breakthrough Teaching Fellows as well as implementing high school readiness programming.

Student Services Manager

The Student Services Manager coordinates the delivery of personalized and high quality support services for students and families. This position coordinates case management activities that are aligned with best practices in the field of youth development, education and college readiness, while also partnering with local middle schools in order to recruit and identify students for our programming.

Instructional Technologist

The Instructional Technologist supports our staff of Teaching Fellows through the use of evidence-based strategies designed to enhance student achievement and learning. This position is also responsible for any digital initiatives including special multimedia projects, maintaining inventory of digital tools, and engaging with parents and offering support online.

Dean of Faculty

The Dean of Faculty provides leadership to all Instructional Coaches and Teaching Fellows by managing teaching processes and its evaluation. The Dean of Faculty ensures the effective implementation of curriculum.

Dean of Students

This position ensures the success of Breakthrough Atlanta in all areas and is primarily responsible for cultivating community behavior in and outside of the classroom. This position also leads our Teaching Fellows in their development of community building activities such as spirit week and field drips. The Dean of Students monitors students' participation and relationships between students and faculty.

Program Performance Measures:

Breakthrough Atlanta 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 boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,Number of youth involved with or at risk for involvement with the Juvenile Justice System...

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:

EVALUATION METHODS AND GOALS + TIMELINE:

The success of our High School Readiness program is measured by a variety of quantitative and qualitative metrics including number of students served; number of learning hours offered; student attendance/participation; and student/caregiver satisfaction. We measure students' academic growth through pre- and post-tests in Math and ELA administered at the beginning and end of the Summer Program.

We will report on the success of our academic Summer Program through students’ retention of math and language arts skills, which we measure through Edmentum Exact Path math and reading assessments administered at the beginning and end of the program. We will conduct pre- summer program testing in June 2024 and post summer program testing in July 2024. We anticipate having analyzed data from these tests in October 2024. Our goal is to see an average of 2% growth in ELA and a 1% growth in Math and that 90% of students will report that they feel more prepared to learn at school in the fall.

We will also report on the success of our Summer and Super Saturdays Programs via our social-emotional learning survey which will show the percentage of students who feel more prepared to learn at school in the fall; like they belong at Breakthrough; and like they grew and developed themselves during the program. Our goal is for 90% of students to report growth. We anticipate having analyzed data from these tests in October 2024.

Breakthrough Atlanta currently tracks on-time youth transition from 8th to 9th grade through a combination of data sharing agreements with school systems and via our re-enrollment process. Our High School Readiness program is designed for students to matriculate directly into our College Prep Program once they transition into 9th grade. A significant portion of our High School Readiness students simply stay with us, allowing us to track their transition and support their continued progress through High School. For those few students who do not remain with Breakthrough, their post-program survey gives us a picture as to their preparedness for the 9th grade and trajectory to move to High School on time.

These surveys also track more than 40 questions related to social-emotional growth and wellbeing. Support services are evaluated by the number of case management calls placed and referrals provided, and through surveys of caregiver satisfaction. We also maintain data sharing agreements with student schools to attain real-time data regarding students’ social-emotional well-being.

DATA COLLECTION TOOLS:

Breakthrough Atlanta’s efforts are guided by our national organization’s (Breakthrough Collaborative) collaborative standards, a set of evidence-based practices for students’ academic and social-emotional development, as well as standards for the preparation and ongoing support of instructors that ensure they effectively engage students. We collect data about students’ academic and social-emotional proficiency and progress through formative assessments (pre-, interim and post tests and surveys).

We utilize reliable and valid assessment tools, such as Edmentum Exact Path for academic progress monitoring. Our surveys are created, administered, and independently analyzed by expert research and evaluation staff from Breakthrough Collaborative. Finally, we conduct annual self-assessments of our application of the collaborative standards and benchmark our outcomes against those of all 25 Breakthrough affiliates. We then work with Breakthrough Collaborative to develop continuous improvement plans to address our shortcomings.

Utilizing intake surveys and daily attendance rosters, Breakthrough tracks the number of 7th-9th grade students from Fulton County who participate in our High School Readiness Program segmenting out gender, race, FRPL qualification, and first-generation college graduate status. Through the National Student Clearinghouse, Breakthrough tracks the percentage of our students who graduate high school on time.

Children & Youth Services County Defined Performance Measures:

- In school/ Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels of school-aged youth
- Ensure Safety and Justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth: (Truancy; Gangs; Student mobility and homelessness; Sexual activity; Vaping; Drug and alcohol abuse; Eating disorders; Cyberbullying and bullying; Juvenile Crimes; Violence in media and culture; Internet and social media addiction).
- Programs and services focusing on one or more of the six National Milestones of My Brother's Keeper (MBK) Alliance

Agency Defined Performance Measure(s):

AGENCY DEFINED PERFORMANCE MEASURES:

Breakthrough evaluates the success of our Summer Program through students' retention of math and ELA skills, measured through Edmentum's Exact Path academic diagnostic tests administered at the beginning and end of the program. The success of our High School Readiness program is measured by a variety of quantitative and qualitative metrics including number of students served; number of learning hours offered; student attendance/participation; and student/caregiver satisfaction.

Goal: Lead a minimum of 200 rising 7th-9th grade students in 4,000 hours of English Language Arts & 4,000 hours of Math summer learning to improve their ELA and Math test scores and support their promotion to high school.

Outcomes:

- 80% of students will retain their reading & math skills and Breakthrough will see an average minimum test score growth of 2% in ELA and 1% in math
- 85% of students will agree they learned new concepts and felt better prepared for advanced curriculum

- 85% of rising 9th graders will feel prepared for High School level ELA & math curriculum.

Support services are evaluated by the number of case management calls placed and referrals provided, and through surveys of caregiver satisfaction. We also maintain data sharing agreements with student schools to attain real-time data regarding students' social-emotional well-being. We will conduct a post-summer program SEL survey to measure against 2023 SEL survey results, analyze results, and identify and implement any needed curriculum changes. These surveys track more than 40 questions related to social-emotional growth and wellbeing.

Goal: Develop and lead holistic academic and social-emotional enrichment programming which prepares students for their next school year.

Outcomes:

- 85% of students will express they feel more prepared to learn at school next fall
- 70% of students will express they feel ready for high school
- 85% will report believing they can successfully overcome many challenges.

In line with My Brother's Keeper National milestones of graduating high school ready for college and career, Breakthrough will specifically report on the number of young men of color who graduate from high school on time after matriculating through our six-year programming.

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 **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
137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Breakthrough Atlanta
4075 Paces Ferry Rd, NW The Lovett School
Atlanta, Georgia 30327

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 **Breakthrough Atlanta**, 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)]** Breakthrough Atlanta, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

1754532
EEV/Basic Pilot Program* User Identification Number

Breakthrough Atlanta, Inc.
Name of Contractor (Agency)

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

CEO
Title of Authorized Officer or Agent of Contractor of Contractor

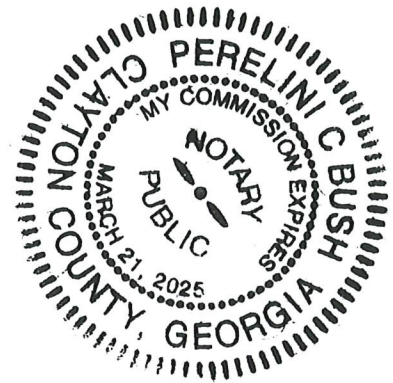
Monique Shields
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 27 day of FEBRUARY, 2024.

Notary Public: [Signature]

County: CLAYTON

Commission Expires: MARCH 21, 2025



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 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 services³ 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*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Name of Subcontractor (Individual/Agency)

[Signature]

BY: Authorized Signature Officer or Agent of Subcontractor

CEO

Title of Authorized Officer or Agent of Subcontractor

Monique Shields

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 27 day of FEBRUARY, 20 24.

Notary Public: [Signature]

County: CLAYTON

Commission Expires: MARCH 21, 2025



*This does not
apply to
Breakthrough Atlanta.*

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].

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/03/2024

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 6100 Fairview Road, Suite 800 Charlotte, NC 28210 855 874-1396	CONTACT NAME: Javan Campbell PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: javan.campbell@usi.com														
INSURED Breakthrough Atlanta, Inc. 4075 Paces Ferry Road, NW Atlanta, GA 30327-3099	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Church Mutual Ins Co</td><td>18767</td></tr><tr><td>INSURER B : Technology Insurance Company, Inc.</td><td>42376</td></tr><tr><td>INSURER C : Selective Insurance Company of America</td><td>12572</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Church Mutual Ins Co	18767	INSURER B : Technology Insurance Company, Inc.	42376	INSURER C : Selective Insurance Company of America	12572	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Church Mutual Ins Co	18767														
INSURER B : Technology Insurance Company, Inc.	42376														
INSURER C : Selective Insurance Company of America	12572														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			040733625722052	02/01/2024	02/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			040733609722055	02/01/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE		040733685722041	02/01/2024	02/01/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC4431909	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Crime			B6065340	02/01/2024	02/01/2025	25,000
A	Sexual Miscndt/ab			040733625722052	02/01/2024	02/01/2025	1,000,000

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

The Georgia Department of Education is included as an additional insured with respects to the General Liability coverage and named Loss Payee on the Crime (Fidelity/ Employee Dishonesty). Umbrella follows the General Liability. Subject to policy terms and conditions coverage. Sexual misconduct and abuse liability coverage provides a 1 million dollar limit

CERTIFICATE HOLDER

CANCELLATION

Georgia Department of Education
205 Jesse Hill Jr., Dr., SE
Atlanta, GA 30334

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

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IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME Breakthrough Atlanta

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

DocuSigned byName of Signatory: Monique Shields
Monique Shields
39E23A9675534A3...
Chief Executive Officer
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned byName of 2nd Signatory: Perelini Bush
Perelini Bush
5FCE7F6D0C584B0...
Notary
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned 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#: 2024-0350 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING

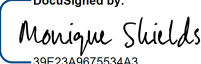
Certificate Of Completion

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Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 27	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)		Atlana, GA 30303
		Cherie.Williams@fultoncountyga.gov
		IP Address: 136.55.230.223


Record Tracking

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7/24/2024 5:16:58 PM	Cherie.Williams@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Monique Shields mshields@breakthroughatlanta.org Chief Executive Officer Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  39E23A9675534A3...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 170.55.173.82</div>	Sent: 7/24/2024 5:22:07 PM Viewed: 7/24/2024 5:23:39 PM Signed: 7/24/2024 5:24:21 PM

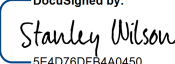
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Perelini Bush perelini.bush@lovet.org Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  5FCE7E6D0C584B0...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 162.255.95.241 Signed using mobile</div>	Sent: 7/24/2024 5:24:23 PM Resent: 7/29/2024 11:39:17 AM Resent: 7/31/2024 10:55:32 PM Viewed: 8/1/2024 8:38:56 AM Signed: 8/1/2024 8:39:43 AM
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Mark Hawks2 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None)	<div>Completed</div> <div>Using IP Address: 45.20.200.178</div>	Sent: 8/1/2024 8:39:45 AM Viewed: 8/1/2024 9:22:47 AM Signed: 8/1/2024 9:22:58 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  5E4D78DFB4A0450...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30</div>	Sent: 8/1/2024 9:23:00 AM Viewed: 8/1/2024 9:39:41 AM Signed: 8/1/2024 9:39:47 AM
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Signer Events	Signature	Timestamp
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Lauren Hansford
lauren.hansford@fultoncountyga.gov
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(None)

Completed

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David Lowman
David.Lowman@fultoncountyga.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...

Signature Adoption: Pre-selected Style
Using IP Address: 74.174.59.4

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Electronic Record and Signature Disclosure:
Accepted: 8/1/2024 2:49:19 PM
ID: 670ba45a-8ae6-45f6-af5e-2f147cb99d75

Nikki Peterson
nikki.peterson@fultoncountyga.gov
Chief Deputy Clerk to the Board of Commissioners
Fulton County Government
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 68.208.197.4

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Robert L. Pitts
michael.oconnor@fultoncountyga.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...


Signature Adoption: Pre-selected Style
Using IP Address: 68.208.197.4

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Signed: 8/2/2024 9:13:28 AM

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 R. Grier
EEC476C4837648D...



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Signer Events	Signature	Timestamp
Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 45.20.200.178	Sent: 8/2/2024 10:02:42 AM Viewed: 8/2/2024 11:40:43 AM Signed: 8/2/2024 11:40:47 AM
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Atif Henderson Atif.Henderson@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/24/2024 5:22:06 PM
Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/24/2024 5:22:06 PM
Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/24/2024 5:22:07 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/2/2024 11:40:50 AM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	8/2/2024 11:40:51 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Fulton County, Georgia:

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

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

To advise Carahsoft OBO Fulton County, Georgia of your new e-mail 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
Enabled Security Settings:	Allow per session cookies

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