



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 25RFP020325C-MH

2025 COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2025**, 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 **Intown Collaborative Ministries DBA Intown Cares** (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 21, 2025, BOC#25-0398**.

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 **01/01/2025**, until midnight **12/31/2025**.

(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:

Community Services Program (CSP)

CSP Service Category: Homelessness

CSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: 1. Street Outreach The activities are designed to meet the immediate needs of unsheltered homeless people...

Senior Services: Not Applicable

Intown Collaborative Ministries DBA Intown Cares, Intown Cares Homeless Outreach Program will provide services at the following locations at specified times during the contract period of **01/01/2025** through **12/31/2025**:

Start and end date of programming for which CSP funds will be used:

Start date: 01/01/2025

End date: 12/31/2025

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
Intown Cares	1026 Ponce de Leon Ave NE	Atlanta	GA	30306	4	3,4,5,6
Satellite Workspace at Church of the Common Ground	91 Peachtree St	Atlanta	GA	30303	4	4
Satellite Work Space at Central	201 Washington	Atlanta	GA	30303	4	4,6

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
Outreach and Advocacy Center	St SW					
Satellite/Mobile Work alongside Mercy Care's Atlanta Street Medicine Team	424 Decatur St SE	Atlanta	GA	30312	4	3,4,5,6
Buckhead Partnership Satellite Office	3180 Peachtree Rd NE	Atlanta	GA	30305	3	3

Approach and Design:

Intown Collaborative Ministries DBA Intown Cares, Intown Cares Homeless Outreach Program will provide services to **100** clients that reside in Fulton County, with CSP funding.

Intown Collaborative Ministries DBA Intown Cares, Intown Cares Homeless Outreach Program **will provide the following activities and services in Fulton County with CSP funding:**

Intown's Homeless Services Program works to end homelessness for anyone living unsheltered on the streets of the City of Atlanta. Our 5-step model for street outreach — engage, enroll, navigate, house, and support — has been employed to end homelessness for over 1,046 neighbors since 2016. Intown's team of 14 compassionate, skilled Homeless Services Case Managers specializes in working with our city's most vulnerable neighbors - those experiencing chronic homelessness. Intown works towards the goal to make homelessness rare, brief, and nonrecurring by providing long-term

engagement through consistent street outreach and intensive case management services to connect our most vulnerable neighbors to vital social services, such as health care, substance use treatment and support, wellness programs, and housing.

Intown's homeless street outreach model is based on the best practices from across the United States for homeless street outreach.

These practices are:

- Meeting people where they are—geographically, emotionally, and physically. The effort required to engage with our team is put forth by our team, not by the client.
- Meeting a person's basic needs
- Being respectful and treating everyone with dignity
- Recognizing that the relationship is central to outreach and engagement
- Creating a safe, open, friendly space, regardless of the setting

Intown's Homeless Services program is based upon proven Evidence Based Practices (EBPs): Housing First, harm reduction, motivational interviewing, and trauma informed care. Intown's work is rooted in the Housing First approach, a best practice model developed in the 1990s that prioritizes client choice and moving clients experiencing chronic homelessness as quickly as possible from where they are sleeping directly into permanent housing with non-compulsory, client-centered supports. Housing First is founded on the belief that everyone is "ready" for housing immediately and that no pre-conditions need to be met in order to be eligible for Intown's services, other services, or housing. Harm Reduction focuses on helping clients reduce the negative effects of behaviors, not an all-or-nothing approach like abstinence. Intown's outreach and case management teams work with their clients to identify behaviors clients may be engaging in that cause physical or other harms and start conversations on how to reduce the harm of these behaviors and the problematic effects they have on the client's livelihood. Motivational Interviewing allows the Intown team to work collaboratively with their clients and help the client create goals by eliciting and exploring the client's own reasons for change, while working within an atmosphere of acceptance, dignity, and compassion. Intown's team assumes that every client has experienced trauma—often severe trauma—and approaches conversations with clients in a way that is respectful and sensitive to potential trauma triggers, following the trauma informed care EBP.

An Intown Homeless Services Case Manager will provide outreach and navigation support to Fulton County neighbors experiencing homelessness employing Intown's five-step model for ending unsheltered homelessness: Engage, Enroll/Assess, Navigate, House, and Support.

Engage: Case Manager conducts consistent street outreach, visiting the same locations — encampments, street corners, soup kitchens - to develop relationships with individuals experiencing homelessness. Case Manager will bring snack packs and hygiene kits to meet immediate needs of unsheltered neighbors. Intown collaborates with partner organizations, such as the Atlanta Community Food Bank, Second Helpings, and local faith-based organizations to obtain these resources.

Enroll/Assess: Once a trusting relationship has been built and a neighbor has expressed a desire to obtain permanent housing, the Case Manager assesses clients' needs and barriers to housing using the VI-SPDAT and enroll the client into Intown's program and the City of Atlanta's standardized housing queue (HMIS).

Navigate: Case Manager provides intensive case management to address and overcome barriers to housing, navigate the client to obtain needed documentation to be eligible for appropriate permanent housing, and connect with any other needed resources. To ensure clients receive appropriate and timely medical and mental health care, Intown collaborates with Mercy Care Street Medicine and Good Samaritan Health Clinic. Intown collaborates with partner agencies, such as Crossroads Community Ministries, Central Outreach and Advocacy Center, and River Edge to obtain birth certificates, Identification Cards, Social Security card, and disability assessment and verification when applicable.

House: Case Manager connects clients to appropriate permanent housing solutions, including Rapid Rehousing units, voucher units through the Georgia Housing Voucher Program and the Atlanta Housing Authority, and Permanent Supportive Housing units funded through HUD. Case Manager assists with moving clients into their new home and provides a "warm hand-off" to housing support service staff either on the Intown team or provided by the housing agency. Housed clients will also be eligible to receive grocery deliveries from Intown's food programs during the first three months of moving into housing.

Support: Clients who have recently transitioned into housing receive case management services, either from our Housing Support team or a partner organization. This support helps them stabilize in all areas of life and prevent recurrences of homelessness. In addition to Intown's Homeless Services Program, the organization also runs one of the largest, low-barrier, modified client choice food pantries in the metro area, focused on ending food insecurity with consistent, frequent, non-limited access to food. One of the ways that Intown has overlaid our Food Security program with our Homeless Services program is by delivering groceries weekly to clients who have moved through our Homeless Services program into their own homes. In 2024, in partnership with Amazon, Intown delivered weekly groceries to 145 formerly unhoused Intown Clients. This overlay is focused on preventing food insecurity as well as preventing the recurrence of homelessness.

Designation of CSP Funds:

Based on the awarded amount of **\$25,000.00**, the CSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

Administrative Expenditures CSP funds that are spent on indirect personnel expenses such as salaries, salary fringe, and benefits for executive / management, accountant, administrative support, etc. Includes direct and indirect charges for administration of the grant **(Note: Not more than 5% of total grant award can be used for administrative costs.)**

Operational Expenditures- CSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: auditor, grant writer, consultants, insurance office/warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency’s utility expenses, staff transportation expenses, marketing/catalogs, etc. Not to include indirect or direct personnel expenses. **(Note: Not more than 25% of total grant award can be used for operational expenditures.)**

Direct Service Expenditures- CSP 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, participant’s 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).

Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

Cost Category	Designation of CSP Funding Award
Administrative (5% Admin max of total funds awarded.)	\$0.00
Operational (25% Operational max of total funds awarded.)	\$6,250.00
Direct Services	\$18,750.00
<i>Total</i>	\$25,000.00

Explanation of Funding Details:

The \$18,750 in direct services funds would support a full time case manager in downtown Atlanta, who is partially funded for \$30,000 by our Church of the Common Ground community partner. This partnership covers part of the cost of a full time outreach case manager, but leaves a large deficit for the estimated \$100,000 total to support a full-time outreach case manager, which includes salary, benefits, vital record/ID costs for clients, client travel assistance, outreach supplies, and client move-in/housing fee assistance.

The \$6,250 requested for operational expenses would fund office rent and utilities, staff mileage and other travel, and other supplies.

Costs are expected to be distributed evenly throughout both reporting period, possibly with a higher proportion of housing/move related client costs in the second half of the year, when clients enrolled earlier are being referred to supportive housing placements.

Program Performance Measures:

Intown Collaborative Ministries DBA Intown Cares agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: 4. Number of individuals placed in Permanent Supportive Housing, 5. Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created... , 6. Number of community engagements to increase community awareness/prevention

Senior 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 01/01/2025 through 12/31/2025:

Intown will utilize the following County Defined Key Performance Indicators:

- Number of individuals placed in Permanent Supportive Housing
- Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created (Increase in income, access to case or noncash mainstream benefits).
- Number of community engagements to increase community awareness/prevention

Intown’s Outreach program provides engagement with individuals experiencing homelessness and navigates the process with them of accessing housing. Once a client has chosen to accept services from Intown and is officially enrolled into our program, our team of Case Managers, utilizing evidence-based practices of trauma informed care and harm reduction, work with clients to decrease or eliminate their barriers to self-sufficiency and to create paths to self-sufficiency.

Intown, as a member of the Atlanta COC, has used Client Track Homeless Management Information System (HMIS) since 2015. Intown is a Coordinated Entry (CE) provider and places individuals experiencing homelessness on the CE queue during the enroll/assess stage of its approach to preventing and reversing homelessness. Intown tracks the navigation stage of its approach through Client Track enrollment projects. Intown will continue using HMIS for future work and is committed to providing training to new hires and refresher training to staff on a quarterly basis. Webinar training conducted by the Institute for Community Alliances (ICA), which manages the Georgia HMIS system, is required before each new staff member gains access to the HMIS system. Case management, Individualized Service Plans, Document Ready status, and all other metric data are managed in the secure Client Track HMIS system. Each client must have at least one case management service entered each month in Client Track in order to remain an active client. Leadership tracks Case Manager engagement with clients by analyzing this data.

As required by the Atlanta COC, Intown uses the VI-SPDAT tool embedded in the Client Track HMIS system to assess clients for housing eligibility and need. Clients who score over an 13 are likely to Chronically Homeless and will be prioritized to stabilize in a Permanent Supportive Housing (PSH) solution. Clients scoring 12 or under are likely to be

able to stabilize through a Rapid Re-housing intervention, a state or City issued housing voucher, or homelessness prevention.

Intown enrolls clients on the City of Atlanta Continuum of Care housing queue through the Homeless Management Information System Client Track, performing a VI-SPDAT assessment to determine need and capacity. Case managers then work with clients to obtain the four required documents for housing placements — birth certificate, state issued ID, social security card, and a HUD-McKinney disability form, so that when a client reaches the top of the housing queue all documents are in hand and the client is ready to be moved into a housing intervention. A client is considered “document ready” when these four items are in hand, and this eliminates the major barriers to housing stability and therefore to self-sufficiency. Following the Housing First approach, these barriers to housing stability are the only thing that truly must be accomplished before a person moves into a housing solution. Additional life-skills training, financial literacy training, job skills and employability training, addiction recovery, applications for SSI/SSDI, etc. can all take place once a client has been moved into their home. In practice, however, our Case Managers are working on decreasing barriers in all these arenas during the navigation phase of our program as well.

Case managers are required to record income at both entry into and exit from outreach programs in HMIS, and case managers work to connect clients to SNAP, Medicaid, Medicare, and other benefits when applicable. These data will be available for review as we track clients throughout the program across the next year.

Intown is also working on expanding its neighborhood-based outreach approach which emphasizes connecting and collaborating with local businesses, institutions, and community members in addition to building relationships with clients. This approach includes regular community engagement and education that allows local stakeholders to better understand homelessness and become constructive influence in the process of assisting and housing homeless individuals in their communities. Intown will track these community engagements and report them in the interim and final reports.

In the past Fiscal Year, Intown has navigated 231 individuals into Permanent Supportive Housing, Rapid Rehousing, Voucher, and family reunification opportunities. Many of these RRH placements were funded through the Atlanta CoC LIFT 2.0 program.

Intown anticipates the following KPIs for Case Managers funded through Fulton County Consolidated Community Services Program:

- Number of individuals placed in Permanent Supportive Housing: 10
- Number of individuals whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created (Increase in income, access to case or noncash mainstream benefits): 10

- Number of community engagements to increase community awareness/prevention: 6

Agency Defined Performance Measure(s):

- « Number of contacts — 20 per month per case manager
- « Number of individuals contacted (unduplicated) — 5 — 10 per month per case manager
- « Number of individuals enrolled — 25 per case manager over one year
- « Number of case management services provided — 200 over one year per case manager

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 **2025 Community Services Program 25RFP020325C-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 18, 2025, and January 16, 2026)**) 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 CSP funding may result in reimbursement of CSP 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 CSP 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 CSP 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 **\$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 **2025 Community Services Program 25RFP020325C-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 18, 2025 for the period January 1, 2025-June 30, 2025; and January 16, 2026 for the period July 1, 2025-December 31, 2025.**

(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:

Intown Collaborative Ministries DBA Intown Cares
1026 Ponce de Leon Ave NE
Atlanta, Georgia 30306

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 **01/01/2025**, and shall terminate on **12/31/2025**, 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 **Intown Collaborative Ministries DBA Intown Cares**, 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.



F. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Intown Collaborative Ministries dba Intown Cares
Project No. and Project Title:	26364 - Intown Cares Homeless Outreach Program

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1134173

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

Oct 12, 2016

Date of Authorization

James Howle

Authorized Officer or Agent
(Name of Contractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

James Howle

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Director of Finance and Operations

Title (of Authorized Officer or Agent of Contractor)

02/27/2025

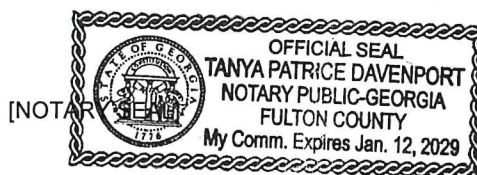
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

27 DAY OF February, 2025

Notary Public

My Commission Expires: 4/12/2029



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Intown Collaborative Ministries dba Intown Cares
Project No. and Project Title:	26364 - Intown Cares Homeless Outreach Program

FORM G: 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 under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1134173

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

Oct 12, 2016

Date of Authorization

James Howle

Authorized Officer of Agent
(Name of Subcontractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

James Howle

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Director of Finance and Operations

Title (of Authorized Officer or Agent of Contractor)

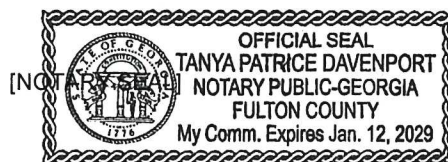
02/27/2025

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

27 DAY OF February, 2025
Tanya Davenport
Notary Public

My Commission Expires: 1/12/2029



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2025

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

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

PRODUCER BIS Risk Services 1230 Upper Hembree Road Suite 200 Roswell GA 30076	CONTACT NAME: Amber Couch PHONE (A/C, No, Ext): 404-213-7013 E-MAIL ADDRESS: acouch@bisriskservices.com FAX (A/C, No):														
INSURED Intown Collaborative Ministries, Inc (dba Intown Cares) 1026 Ponce De Leon Avenue NE Atlanta GA 30306	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B: The Pie Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Beazley Excess and Surplus Insurance, Inc</td> <td></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	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B: The Pie Insurance Company		INSURER C: Beazley Excess and Surplus Insurance, Inc		INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #														
INSURER A: Philadelphia Indemnity Insurance Company	18058														
INSURER B: The Pie Insurance Company															
INSURER C: Beazley Excess and Surplus Insurance, Inc															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 901661250**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2711604-000	4/17/2025	4/17/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2711604-000	4/17/2025	4/17/2026	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 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB920919-000	6/24/2025	4/17/2026	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC PI 2139064-000	4/17/2025	4/17/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Cyber Liability			VH565A056501	4/17/2025	4/17/2026	Limit \$1,000,000
A	Professional Liability			PHPK2711604-000	4/17/2025	4/17/2026	Each Act/Aggregate \$1M / \$3M
A	Abuse & Molestation			PHPK2711604-000	4/17/2025	4/17/2026	Each Abuse/Aggregate \$300K / \$500K

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

Fulton County Government, Its Employees, Servants and Agents are Additional Insured per the attached coverage form.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
 141 Pryor St SW
 Atlanta GA 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

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K. Key and Lock Replacement – Janitorial Services Client Coverage**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds**SECTION II – WHO IS AN INSURED** is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**


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

Intown Collaborative Ministries DBA
VENDOR NAME Intown Cares

DocuSigned by:

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

DocuSigned by: Name of Signatory: Brad Schweers

B11E392A3545420...
Executive Director
Authorized Signature

ATTEST:

ATTEST:

Signed by:

EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

Signed by: Name of 2nd Signatory: James Howle

EE32FDC73FF94B7...
Director of Finance and Operations
Second Authorized Signature

(Affix County Seal)




(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

Signed by:

0EC92EDADEFB4B8...
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

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

Please select RM or 2ND RM from the checkbox

RM	X 2ND RM
ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: 25-0398 2ND RM: 05/21/2025 SECOND REGULAR MEETING

Certificate Of Completion

Envelope Id: 27F01F5F-DEA4-4101-BCD2-1750C02B4E4A

Status: Completed

Subject: Please DocuSign: 2025 CSP Contract-Intown Collaborative Ministries-BOC Agenda#25-0398

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 32

Signatures: 6

Envelope Originator:

Certificate Pages: 7

Initials: 0

Carlos S. Thomas

AutoNav: Enabled

Stamps: 1

141 Pryor Street

Envelopeld Stamping: Enabled

Purchasing & Contract Compliance, Suite 1168

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

Atlanta, GA 30303

Canada)

carlos.thomas@fultoncountyga.gov

IP Address: 73.106.219.199

Record Tracking

Status: Original

Holder: Carlos S. Thomas

Location: DocuSign

7/24/2025 3:53:40 PM

carlos.thomas@fultoncountyga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: Docusign

Signer Events

Brad Schweers

brad@intowncares.org

Executive Director

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Brad Schweers
B11E392A3545420...

Signature Adoption: Pre-selected Style

Using IP Address: 2a09:bac3:700b:1955::286:85

Signed using mobile

Timestamp

Sent: 7/24/2025 4:00:51 PM

Resent: 7/29/2025 4:48:27 PM

Resent: 7/31/2025 10:25:51 AM

Resent: 8/4/2025 4:29:20 PM

Viewed: 8/4/2025 5:52:10 PM

Signed: 8/4/2025 7:09:37 PM

Electronic Record and Signature Disclosure:

Accepted: 7/24/2025 4:37:07 PM

ID: 320f0567-7ccc-4383-8229-f1853d2b6431

James Howle

james.howle@intowncares.org

Director of Finance and Operations

Security Level: Email, Account Authentication
(None)

Signed by:

James Howle
EE32FDC73FF94B7...

Signature Adoption: Pre-selected Style

Using IP Address: 104.2.130.239

Signed using mobile

Sent: 8/4/2025 7:09:40 PM

Viewed: 8/4/2025 7:26:34 PM

Signed: 8/4/2025 7:30:00 PM

Electronic Record and Signature Disclosure:

Accepted: 8/4/2025 7:26:34 PM

ID: bd712725-a10e-4379-918c-8dc1d75b6709

Mark Hawks2

mark.hawks@fultoncountyga.gov

Chief Assistant Purchasing Agent

Purchasing and Contract Compliance

Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 74.174.59.4

Sent: 8/4/2025 7:30:02 PM

Resent: 8/5/2025 10:59:25 AM

Viewed: 8/5/2025 11:47:49 AM

Signed: 8/5/2025 11:48:25 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Stanley Wilson
5E4D76DFB4A0450...

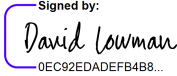
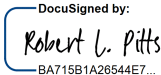


Signature Adoption: Pre-selected Style

Using IP Address: 75.43.132.102

Sent: 8/5/2025 11:48:28 AM

Viewed: 8/5/2025 1:28:03 PM

Signed: 8/5/2025 1:28:13 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 74.174.59.4	Sent: 8/5/2025 1:28:17 PM Viewed: 8/5/2025 1:36:35 PM Signed: 8/5/2025 1:37:59 PM
Electronic Record and Signature Disclosure: Accepted: 8/5/2025 1:36:35 PM ID: c803fee5-2b7e-406b-aa34-d056fdb2a70b		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Signed by:  <small>0EC92EDADEFB4B8...</small> Signature Adoption: Pre-selected Style Using IP Address: 24.99.192.18	Sent: 8/5/2025 1:38:02 PM Viewed: 8/5/2025 1:40:05 PM Signed: 8/5/2025 1:51:09 PM
Electronic Record and Signature Disclosure: Accepted: 8/5/2025 1:40:05 PM ID: fdc52b26-fa0f-488f-bbee-c3529cac1de0		
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: 74.174.59.10	Sent: 8/5/2025 1:51:12 PM Resent: 8/8/2025 12:00:39 PM Viewed: 8/11/2025 4:27:36 PM Signed: 8/11/2025 4:27:52 PM
Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts michael.oconnor@fultoncountyga.gov Fulton County Security Level: Email, Account Authentication (None)	DocuSigned by:  <small>BA715B1A26544E7...</small> Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 8/11/2025 4:27:55 PM Viewed: 8/11/2025 4:28:42 PM Signed: 8/11/2025 4:28:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tonya Grier tonya.grier@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None)	Signed by:  <small>EEC476C4837648D...</small>  Signature Adoption: Uploaded Signature Image Using IP Address: 99.96.24.191	Sent: 8/11/2025 4:28:56 PM Viewed: 8/11/2025 5:06:37 PM Signed: 8/11/2025 5:06:48 PM
Electronic Record and Signature Disclosure: Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		

Signer Events	Signature	Timestamp
Mark Hawks3 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: 74.174.59.4	Sent: 8/11/2025 5:06:53 PM Resent: 8/12/2025 1:28:19 PM Viewed: 8/12/2025 2:59:01 PM Signed: 8/12/2025 2:59:07 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) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 7/24/2025 4:00:49 PM Viewed: 8/12/2025 3:05:38 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	<div>COPIED</div>	Sent: 7/24/2025 4:00:50 PM Viewed: 8/12/2025 3:04:51 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	<div>COPIED</div>	Sent: 7/24/2025 4:00:50 PM Resent: 8/12/2025 2:59:17 PM
Dian DeV Vaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 8/12/2025 2:59:11 PM Viewed: 8/12/2025 3:45:13 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/24/2025 4:00:50 PM
Certified Delivered	Security Checked	8/12/2025 2:59:01 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	8/12/2025 2:59:07 PM
Completed	Security Checked	8/12/2025 2:59:11 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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

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