

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP053124C-MH

2024 VETERANS SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this **1st day of July 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 **Camp Southern Ground** (hereinafter referred to as "Contractor"), a corporation organized as a nonprofit, tax exempt 501(c) (3) or 501(c)(19) 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 August 21, 2024, BOC#24-0545.

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

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM
- ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES
- ARTICLE 3. COMPENSATION FOR SERVICES
- ARTICLE 4. RECORD KEEPING
- ARTICLE 5. INDEMNIFICATION
- ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 7. INDEPENDENT CONTRACTOR STATUS
- ARTICLE 8. INSURANCE
- ARTICLE 9. <u>AMENDMENTS AND MODIFICATIONS TO AGREEMENT</u>
- ARTICLE 10. SUBCONTRACTING
- ARTICLE 11. ASSIGNABILITY
- ARTICLE 12. SEVERABILITY OF TERMS
- ARTICLE 13. PRECEDENCE OF AGREEMENT
- ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 15. CAPTIONS
- ARTICLE 16. GOVERNING LAW
- ARTICLE 17. JURISDICTION

ARTICLE I - PARTIES AND TERM:

- (a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.
- (b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.
- (c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.
 - (d) This Agreement will remain in effect from 07/01/2024, 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:

Veterans Services Program (VSP)

VSP Service Category:

Health and Wellness

VSP Funding Priority(ies):

Health and Wellness:

1. Health and Wellness-Includes suicide prevention, healthcare services, mental health counseling, and recreational and spiritual programs...,4. Health and Wellness-Veterans Family Members and

Caregivers. Includes counseling and support, family readiness groups, education and information services, wellness programs, crisis programs, peer monitoring programs, and substance abuse and support programs...

Homelessness and Housing:

Not Applicable

Camp Southern Ground, Camp Southern Ground Warrior Programs will provide services at the following locations at specified times during the contract period of 07/01/2024 through 12/31/2024:

<u>Service Delivery Site(s):</u>

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
Camp Southern Ground	100 Southern Ground Parkway	Fayetteville	GA	30215	NA	1,2,3,4,5,6

Approach and Design:

Camp Southern Ground, Camp Southern Ground Warrior Programs will provide services to 5 clients that reside in Fulton County, with VSP funding.

Camp Southern Ground, Camp Southern Ground Warrior Programs will provide the following activities and services in Fulton County with VSP funding:

The goal of the Warrior Week program is to increase the well-being of transitioning veterans and reduce the risk of suicide by focusing on improving quality of life, purpose, and relationships. Camp Southern Ground's Warrior programs rely on financial support from donors and sponsors, the dedicated efforts of staff, the principles of Gallup Elements of Wellbeing, skilled facilitators, community partners, and data support. Warrior Week, a key component, requires a manager and assistant manager to handle intake support, logistics, overnight supervision, and schedule execution. Professional facilitators conduct sessions on Clifton Strengths and Enneagram of Personality Theory, while experienced skills activation facilitators lead team-based exercises. Community partners offer sessions in singer/songwriting, yoga practice, business leadership panels, and other connective activities. The staff includes roles in outreach, culinary services, security and safety, grounds management, cleaning, and volunteer support. Data collection is crucial, with tools like the QoL survey and the CAREOTS wellbeing index survey used to measure changes in the Gallup Elements of Wellbeing over time.

Warrior Week delivers Gallup Strengths and Enneagram curriculum, focusing on the five essential elements of well-being: career, financial, social, community, and physical. Team-building exercises and skills activations facilitate experiential learning to identify surfacing behaviors and shift toward personal growth. Well-being modules train warriors on the importance of each element and how to identify areas for growth. Team-based exercises, such as axe throwing and garden tours, are used to activate skills and foster personal growth. The executive culinary team provides a gluten-free, anti-inflammatory menu prepared from the onsite farm, focusing on proper nutrition. Physical well-being is also taught through guided walks, garden tours, and whole food education for meal preparation, with ongoing tools to sustain a healthy lifestyle.

Emotional well-being is taught via skills activations, like BARNGA, to help warriors identify emotions and utilize regulation techniques for better stress responses. Warriors are exposed to various stress-alleviating activities and opportunities to make positive changes, improving relationships at home, work, and in the community. Multiple forms of meditation, mindfulness, and yoga with elite instructors are introduced to establish a practice beyond the week at Camp Southern Ground. Songwriting sessions empower warriors to share their stories, express suppressed emotions, and build social connections. A business leadership panel featuring successful entrepreneurs and leaders offers Q&A, networking, and direct connections for immediate action aligned with their goals.

Social well-being is emphasized, highlighting the importance of relationships and having close friends for support during stressful times. Community well-being activities ensure engagement and increased safety in their environments. Career well-being activities help participants use their strengths and find meaningful work they enjoy. Financial well-being is addressed through economic stability, budgeting, saving,

investing, and using financial means for meaningful experiences. Goal setting in each area of well-being is used as a life plan to increase overall well-being and pursue a meaningful life.

Gratitude is fostered during Warrior Week, culminating in an activity where each warrior reads what others find special in them. Coins, cards, and shirts are handed out at the celebration dinner, ending with a campfire where everyone connects nightly. Surveys, including the CAREOTS well-being survey, are conducted to capture data from the last day, with follow-ups encouraged at six and twelve months to measure well-being accurately. Recognizing the challenges veterans face upon leaving the service, the Warrior Week program equips veterans to define their strengths, discover purpose, and develop a plan for a meaningful post-service life.

Camp Southern Ground's Warrior Week stands out for its integration of workforce readiness training with holistic well-being, serene setting for reflection and growth, and a robust collaborative framework involving thought leaders and experts in veteran services. The intensive program promotes self-reflection in a distraction-free, outdoor setting, with continued engagement and resources to sustain growth and progress. Partnerships with veteran service organizations nationwide provide support for acute needs, helping veterans find new missions in life. The holistic approach addresses various dimensions of well-being, with transformational programming funded by grants like the Lululemon Here to Be Grant.

At Camp Southern Ground, mindfulness, meditation, and yoga are emphasized as essential components of overall well-being in each Warrior program. These practices help veterans manage stress, improve mental clarity, and foster emotional resilience. Incorporating these practices into Warrior Week, Warrior PATHH, Warrior Family Camp, and community events provides veterans with tools to navigate daily life more effectively. This holistic approach enhances physical health and positively impacts social relationships, work performance, and family dynamics, empowering veterans to lead balanced and fulfilling lives for a healthier and more promising future.

Designation of VSP Funds:

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

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

Operational Expenditures- VSP 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- VSP 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 VSP 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 VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended			
Administrative (5% Admin max of funds awarded.)	\$1,250.00				
Operational	\$3,750.00				
Direct Services	\$20,000.00				

Explanation of Funding Details:

A \$25,000 in grant funding from Fulton County Program Services will significantly enhance our warrior program initiatives, with a primary focus on mental health and wellbeing. This generous support will bolster our Warrior PATHH, Warrior Week and Warrior Family Camp programs, seamlessly integrating mindfulness practices to aid veterans in their transition to civilian life. Administrative Costs (\$1,500): These funds will cover essential administrative tasks, including program coordination, communication with participants, scheduling, and reporting. This ensures the smooth operation of our programs and allows us to maintain high standards of service delivery. Operational Expenses (\$3,750): Operational funds will be used for the logistics of our programs, such as transportation, accommodation, and meals. Our nutrition program, a key component of our wellbeing focus, provides balanced and nutritious meals to support the physical health of our participants. Additionally, operational costs may help cover facility maintenance and supplies necessary for our activities. Direct Services (\$20,000): The majority of the funding will be directed towards the delivery of our core programs; Warrior programs, Warrior PATHH, Warrior Week, and Warrior Family Camp. While distinctly different in program delivery, are all designed to support veterans as they navigate life after military service. We emphasize a holistic approach to mental health, focusing on physical, emotional, social, financial, and community wellbeing. With the use of tools such as Gallup Strengths, Enneagram Assessments and those nationally approved by Boulder Crest for the PATHH program, we help veterans understand their strengths and personality traits, foster self-awareness, and personal growth. Our programs employ world-class facilitators to help veterans identify their strengths, redefine their purpose, connect with a supportive community, and develop actionable plans for their futures. The overarching goal is to enhance veterans' wellbeing and reduce suicide risk by improving their quality of life, sense of purpose, and relationships. This support is the equivalent of supporting five (5) veterans but will dramatically improve the mental health and overall quality of life for all veterans and their families in CSG programs. By fostering a culture of increased wellbeing and mindfulness, FCVPS funding will create lasting positive impacts, empowering veterans to lead balanced and fulfilling lives post-service. Furthermore, as Fulton County covers a diverse and expansive area, this funding from Fulton County will allow us to actively pursue opportunities to reach Veterans in Fulton County and expand our recruitment activities.

Program Performance Measures:

Camp Southern Ground agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Health and Wellness:

4. Health and Wellness-Number of Veterans who report/demonstrate improved health-related outcomes...,6. Health and Wellness-Number of Veterans participating in programs focusing on Veterans Family Members/Caregivers

Homelessness and Housing:

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 VSP funding, during the funding period 07/01/2024 through 12/31/2024:

1) Number of veterans who report or demonstrate improved health-related outcomes or other quality of life measures: We anticipate that our programs will significantly enhance veterans' overall well-being, including their sense of purpose and quality of relationships. With the use of newly created surveys to be taken on Day 6, Day 90, 6 months and 12 months, we will be able to measure participant's progress toward their overall wellbeing and which resources they found most effective from program delivery to help them achieve that. We expect veterans to report increased confidence and commitment to applying their strengths, resulting in improvements across various aspects of their lives. We aim to see veterans actively leveraging their strengths, making conscious efforts towards better well-being, forming reliable social connections, and experiencing more satisfying relationships and financial stability. Long term, we strive for veterans to have a heightened sense of purpose, improved relationships, and an enhanced quality of life, which collectively reduce the risk of suicide and foster greater community engagement.

- 2) Number of veterans connected to available resources to prevent suicide and mitigate illness: Our initiatives aim to ensure that veterans are effectively linked to critical resources that support their mental and physical health. In the short term, we focus on enhancing veterans' confidence and their daily utilization of strengths and Enneagram insights, laying a solid foundation for robust support systems. About 3-6 months after program participation we expect veterans to be consistently applying their strengths, proactively pursuing well-being improvements, and building dependable social networks. In the long run, our goal is for veterans to achieve a deeper sense of purpose and improved quality of life, thereby reducing the risk of suicide and promoting overall health.
- 3) Number of veterans participating in programs focused on family members (such as Warrior Family Camp): We aim to boost veteran participation in family-centered programs by emphasizing the essential role of family support in achieving holistic well-being. We expect veterans to report stronger family relationships and increased reliance on social networks, including family members. Long-term outcomes focus on achieving higher life satisfaction and improved relationships, contributing to a supportive and thriving community where veterans and their families flourish. By tracking participation in family-oriented programs, we can evaluate the positive impact on family dynamics and overall well-being.

By setting and achieving these short-term, mid-term, and long-term outcomes, we aim to improve the overall quality of life, sense of purpose, and relationship quality for veterans, ensuring they are well-connected to necessary resources, reducing suicide risks, and fostering active family involvement and community resilience.

Agency Defined Performance Measure(s):

We anticipate an increase in participants' quality of purpose, quality of relationships, and quality of life as a long-term outcome. Achieving these and overall wellbeing in participants can mitigate the risks that can lead to suicide among veterans. The short-term outcomes listed below are expected to lead to the mid-term outcomes, which are then expected to lead to the long-term outcomes.

Short-term outcomes We aim to see the following short-term outcomes between the sixth day of the program and six months post-program.

- Increased number of participants who feel confident and intend to use Strengths each day for increase in life fulfillment and purpose
- Increased number of participants who feel confident and intend to use Enneagram each day to increase quality of relationships
- Increased number of participants who feel they improved their knowledge, skills, and commitment to develop action plan to improve:
 - Career/purpose Wellbeing
 - Social Wellbeing
 - Physical Wellbeing
 - Financial Wellbeing
 - Community Wellbeing
 - Emotional Wellbeing

Mid-term outcomes We aim to see the following mid-term outcomes between 6 months to 12 months post-program.

- Increased number of participants report use of their Strengths
- Increased number of participants report taking step(s) toward their wellbeing
- Increased number of participants report having a social group to rely on
- Increased number of participants report strengthened relationships
- Increased number of participants report providing meaningful contribution
- Increased number of participants report satisfaction with their financial standing
- Increased number of participants report making healthier choices

Long-term outcomes We aim to see the following long-term outcomes beyond 12 months post-program.

- Improved sense of purpose
- Improved quality of relationships
- Improved quality of life

We anticipate these long-term outcomes to lead to reduced risk of suicide, increased overall wellbeing among participants and increased number of veterans who become contributing member of a resilient community.

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 Veterans Services Program 24RFP053124C-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 (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 VSP funding may result in reimbursement of VSP 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 VSP 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 VSP 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 ful six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the full six months of compensation provided for by this Agreement. A failure by Contractor to submit the invoice for the full 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 Veterans Services Program 24RFP053124C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.
- (e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

- (a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.
- (b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with

Article IV.

- (c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than <u>January 10</u>, <u>2025 for the period July 1, 2024-December 31, 2024.</u>
- (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 <a href="https://hst.ncbi.nlm.nc

To Contractor:

Camp Southern Ground
100 Southern Ground Parkway
Fayetteville, Georgia 30215

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 07/01/2024, 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 **Camp Southern Ground**, 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.

<u>ARTICLE XIII – PRECEDENCE OF AGREEMENT</u>

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.

OWNER:

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.

CONTRACTOR:

FULTON COUNTY, GEORGIA	VENDOR NAME Camp Southern Ground, In
— DocuSigned by:	Docusigned by Name of Signatory: Michael D Dobbs
Robert L. Pitts	Myle Ddls Title of Signatory: CEO and President
Robert L. Pitts, Chairman	Authorized Signature
Fulton County Board of Commissioners	Tumorized Signature
ATTEST:	ATTEST:
DocuSigned by:	Signed by: Name of 2nd Signatory: Megan S King
Tonya K. Grier	Megan Statinged Signatory: CDO
Tonya R. Grier Signed by:	Second Authorized Signature
Clerk to the Commission (Affix County Seal)	(Affix Corporate Seal, if applicable)
APPROVED AS TO FORM:	
David Lowman	
Office of the County Attorney	
APPROVED AS TO CONTENT:	
Stanley Wilson	
Stanley Wilson, Director	
Fulton County Department of Community Development	
Please select RM or 2ND RM from the chec	kbox
RM	χ 2ND RM
ITEM#: RM:	ITEM#: 24-0545 2ND RM: 8/21/2024
REGULAR MEETING	SECOND REGULAR MEETING

ACORD ...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 8/27/2024

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

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

PRODUCER			CONTACT NAME:	AMSkier Agency, Inc.		
	A. M. Skier Agency		PHONE (A/C, No, Ext):	570-226-4571; 800-245-2666	FAX (A/C, No):	570-226-1105
209 Main Avenue	209 Main Avenue Hawley, PA 18428		E-MAIL ADDRESS:	amskier@amskier.com		
	nawley, FA 10420			INSURER(S) AFFORDING COV	/ERAGE	NAIC #
			INSURER A: P	hiladelphia Insurance Companies		
INSURED	Camp Southern Ground		INSURER B: P	MA Insurance Group		
	100 Southern Ground Parky	vay	INSURER C: E	vanston		
	Fayetteville, GA 30215		INSURER D:			
			INSURER F:			
COVERA	GES (CERTIFICATE NUMBER		REVISION NUI	MRFR.	<u> </u>

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		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	i	
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY					8/25/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
Α	CLAIMS MADE X OCCUR	X		PHPK2595207003	8/25/2024		MED EXP (Any one person)	\$	15,000
							PERSONAL AND ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	3,000,000
	POLICY PRO- JECT LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$	1,000,000
	X ANY AUTO						BODILY INURY (Per person)	\$	
Α	ALL OWNED SCHEDULED AUTOS		PHPK2595207003	8/25/2024 8/25/2025		BODILY INURY (Per accident)	\$		
**	X HIRED AUTOS X NON-OWNED AUTOS				8/25/2025	PROPERTY DAMAGE	\$		
							Deductible: Comp.; Coll.	\$	1000; 1000
	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	1,000,000
С	EXCESS LIAB CLAIMS-MADE	П		MKLV1EUL104266	11/1/2023	11/1/2024	AGGREGATE	\$	1,000,000
	DED RETENTION \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- TORY LIMITS OTH- ER		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N			2024010661819Y	1/1/2024	1/1/2025	E.L. EACH ACCIDENT	\$	500,000
-	OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	N/A	' ^A	20210100010101	17172024	17172020	E.L. DISEASE - EACH EMPLOYEE	\$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000
A	Abuse or Molestation			PHPK2595207003	8/25/2024	8/25/2025	\$1,000,000 per occurred aggregate	nce;	\$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHILCES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured with respect to the activities of the named insured during the camp season as required by written contract or agreement.

CERTIFICATE HOLDER	CANCELLATION
Fulton County Government 141 Pryor Street 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 REPRESENTATIVE6
	HENRY M. SKIER President

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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)] Camp Southern Ground 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 <u>Fulton County Government</u> , 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 300-10-0108 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the <u>Fulton County Government</u> at the time the subcontractor(s) is retained to perform such service.					
1282151					
EEV/Basic Pilot Program* User Identification Number					
Camp Southern Ground					
Name of Contractor (Agency)					
Michael a Coll					
BY: Authorized Signature of Officer or Agent of Contractor					
Title of Authorized Officer or Agent of Contractor					
MICHAEL D. DoBSS Printed Name of Authorized Officer or Agent of Contractor					
Sworn to and subscribed before me this 27th day of June					
Notary Public: Nessel & Monis County: Fayette					
Commission Expires: <u>06-15-2025</u>					
TIN COUNTY INTER					

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].

#24RFP053124C-MH 2024 Veterans 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)] Camp Southern Ground 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.

NA	
EEV/Basic Pilot Program* User Identification Number of	f Subcontractor
NA	
Name of Subcontractor (Individual/Agency)	
NA	
BY: Authorized Signature Officer or Agent of Subcontra	actor
NA	
Title of Authorized Officer or Agent of Subcontractor	_
NA	
Printed Name of Authorized Officer or Agent of Subcon	tractor
Sworn to and subscribed before me this day of	, 20
Notary Public:	
County:	We will not be using subcontractors For services.
Commission Expires:	for services.

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

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

Certificate Of Completion

Envelope Id: 77401E7D6EB7460CA65C263DCDAF080C

Subject: Please DocuSign: 2024 VSP Contract-Camp Southern Ground-BOC Agenda#24-0545

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 26 Certificate Pages: 7 AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Canada)

Signatures: 6 Initials: 0

Stamps: 1

Status: Completed

Envelope Originator: Carlos S. Thomas 141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

carlos.thomas@fultoncountyga.gov

IP Address: 66.217.2.13

Record Tracking

Status: Original

9/4/2024 12:30:25 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Carlos S. Thomas

carlos.thomas@fultoncountyga.gov

Pool: StateLocal

Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

Signer Events

Mike Dobbs

mike@campsouthernground.org

Security Level: Email, Account Authentication

(None)

Signature

DocuSigned by: my Della 8FBF0EBC3D4D49E.

Signature Adoption: Pre-selected Style Using IP Address: 166.196.54.70

Timestamp

Sent: 9/4/2024 12:36:23 PM Viewed: 9/5/2024 8:42:33 AM Signed: 9/5/2024 8:53:01 AM

Electronic Record and Signature Disclosure:

Accepted: 9/5/2024 8:42:32 AM

ID: 4e877265-10fa-4fee-bf55-f78047e95c03

Megan S King

drake@campsouthernground.org

CFO/coo

Security Level: Email, Account Authentication

(None)

Megan S king

Signature Adoption: Pre-selected Style Using IP Address: 136.57.74.132

Sent: 9/5/2024 8:53:04 AM Resent: 9/13/2024 6:48:30 PM

Viewed: 9/16/2024 3:49:42 PM Signed: 9/16/2024 3:50:21 PM

Electronic Record and Signature Disclosure:

Accepted: 9/16/2024 3:49:42 PM

ID: 16fc413c-eb81-4d9b-937c-4fe6996cb008

Mark Hawks2

mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication

(None)

Completed

Using IP Address: 74.174.59.4

Sent: 9/16/2024 3:50:25 PM

Viewed: 9/17/2024 11:19:21 AM Signed: 9/17/2024 11:19:33 AM

Stanley Wilson

Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30

Sent: 9/17/2024 11:19:36 AM Viewed: 9/18/2024 10:44:15 AM Signed: 9/18/2024 10:44:19 AM

Signer Events Signature **Timestamp Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 9/18/2024 10:44:22 AM Lauren Hansford Completed lauren.hansford@fultoncountyga.gov Resent: 9/24/2024 2:49:38 PM Security Level: Email, Account Authentication Viewed: 9/25/2024 10:47:38 AM Using IP Address: 74.174.59.4 (None) Signed: 9/25/2024 10:50:19 AM **Electronic Record and Signature Disclosure:** Accepted: 9/25/2024 10:47:38 AM ID: fd96c4c5-c6ba-4945-938b-9098383c76fc **David Lowman** Sent: 9/25/2024 10:50:22 AM David Lowman David.Lowman@fultoncountyga.gov Viewed: 9/25/2024 10:53:03 AM Security Level: Email, Account Authentication Signed: 9/25/2024 11:00:34 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4 **Electronic Record and Signature Disclosure:** Accepted: 9/25/2024 10:53:03 AM ID: 4d54088c-7e0a-452b-8685-b08aab50d310 Nikki Peterson Sent: 9/25/2024 11:00:36 AM Completed nikki.peterson@fultoncountyga.gov Viewed: 9/25/2024 11:38:24 AM Chief Deputy Clerk to the Board of Commissioners Signed: 9/25/2024 11:40:09 AM Using IP Address: 68.208.197.4 **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8 Robert L. Pitts DocuSigned by: Sent: 9/25/2024 11:40:13 AM Robert L. Pitts michael.oconnor@fultoncountyga.gov Viewed: 9/25/2024 11:41:09 AM Security Level: Email, Account Authentication Signed: 9/25/2024 11:41:15 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4 **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Tonya R. Grier Sent: 9/25/2024 11:41:18 AM Tonya K. Grier Viewed: 9/25/2024 11:43:25 AM

tonya.grier@fultoncountyga.gov Clerk to the Commission **Fulton County**

Security Level: Email, Account Authentication (None)

EEC476C4837648D.

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

Signed: 9/25/2024 11:43:36 AM

Electronic Record and Signature Disclosure:

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

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

Signer Events Signature Mark Hawks3 Sent: 9/25/2024 11:43:40 AM Completed mark.hawks@fultoncountyga.gov Viewed: 9/26/2024 8:50:15 AM Chief Assistant Purchasing Agent Signed: 9/26/2024 8:50:23 AM Using IP Address: 45.20.200.178 Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign In Person Signer Events Signature **Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events** Status **Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Carbon Copy Events Status Timestamp** Atif Henderson Sent: 9/4/2024 12:36:22 PM COPIED Atif.Henderson@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Cherie Williams Sent: 9/4/2024 12:36:22 PM COPIED cherie.williams@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 9/4/2024 12:36:23 PM Carlos Thomas COPIED Resent: 9/26/2024 8:50:31 AM carlos.thomas@fultoncountyga.gov **Division Manager Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Dian DeVaughn Sent: 9/26/2024 8:50:28 AM COPIED dian.devaughn@fultoncountyga.gov Viewed: 9/26/2024 11:09:01 AM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign **Witness Events** Signature **Timestamp Notary Events** Signature **Timestamp Envelope Summary Events Status Timestamps** Hashed/Encrypted 9/4/2024 12:36:22 PM **Envelope Sent**

Security Checked

Certified Delivered

Timestamp

9/26/2024 8:50:15 AM

Envelope Summary Events	Status	Timestamps		
Signing Complete	Security Checked	9/26/2024 8:50:23 AM		
Completed	Security Checked	9/26/2024 8:50:28 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.

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Fulton County, Georgia:

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

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

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

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

To request paper copies from Carahsoft OBO Fulton County, Georgia

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

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

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