

#### 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 **Community Assistance Center** (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:

#### **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. <u>INDEMNIFICATION</u>
- ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 7. INDEPENDENT CONTRACTOR STATUS
- ARTICLE 8. <u>INSURANCE</u>
- ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT
- 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.

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:** Economic Stability/Poverty

**CSP Funding Priority(ies):** 

Children and Youth: Not Applicable

**Disabilities:** Not Applicable

Economic Stability: 1. Emergency Financial Assistance inclusive of Rental and Mortgage assistance as well

as Utility assistance, 2. Training Job Development Employment which leads to self sufficiency Ex offender

support services...

Health and Wellness: Not Applicable

**Homelessness:** Not Applicable

**Senior Services:** Not Applicable

3

Community Assistance Center, Emergency Assistance 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
Main Office at 1130 Hightower Trail	1130 Hightower Trail	Sandy Springs	GA	30350	2	1,2,3
South Sandy Springs	120 Northwood Drive, suite 150	Sandy Springs	GA	30342	3	2,3
Thrift Canopy and Mini- Market	8607 Roswell Rd	Sandy Springs	GA	30350	2	1,2,3

#### **Approach and Design:**

Community Assistance Center, Emergency Assistance Program will provide services to 950 clients that reside in Fulton County, with CSP funding.

Community Assistance Center, Emergency Assistance Program will provide the following activities and services in Fulton County with CSP funding:

The mission and model of operation of the Community Assistance Center depends on community engagement, collaboration, and partnerships. The agency brings together faith-based congregations, businesses, civic and nonprofit organizations, schools, and individuals to make a difference in the lives of those who need it the most in our community. The solutions to clients' problems are often the result of coordinating between several organizations to solve the crisis and provide ancillary services to the family. CAC has both formal collaborations with a Memorandum of Understanding (MOU) as well as informal partnerships with organizations that historically have worked together for the benefit of those we serve.

#### Our formal collaborations include MOUs with:

- United Way of Greater Atlanta to provide free tax preparation for low-income households
- United Way of Greater Atlanta 2-1-1 Contact Center partnership to assist in critical emergencies
- Fulton County CoC- Continuum of Care to serve the homeless population and homelessness prevention
- The North Fulton Housing Continuum of Care is a collaboration of eight non-profit agencies in North Fulton
- Atlanta Community Food Bank for food acquisition as well as to process and qualify clients for SNAP, Medicaid, and WIC
- Second Helpings Atlanta, to collaborate on the rescue and distribution of donated food
- Midwest Food Bank of Atlanta for food acquisition, for perishable and non-perishable items
- St. Vincent de Paul Georgia Inc., to provide frozen meat supplies
- Helping Mamas Atlanta to provide essential baby items and period products to families in need

Civic organizations: Sandy Springs Society, Rotary, Optimist, Kiwanis and Lions Club

Businesses such as Mercedes Benz, Cox, Graphic Packaging, Holder, Swinerton, Georgia Power, Publix, State Farm, Children's Healthcare of Atlanta among others, provide funding and help with special projects.

The Adult Education AND Career Center Program would not be a reality without our many organizational partners and volunteer advocates and teachers working with a professionally developed curriculum. CAC has worked with the following organizations:

- Intercambio out of Colorado to provide books and offer all the training for our volunteer teachers
- 5th Third Bank teaches financial literacy classes
- Our "Meet a Professional Series" features presentations by the Sandy Springs Police and Fire Department as well as Immigration Lawyers
- CPR and First Aid classes are offered to staff, volunteers, and clients in partnership with the Sandy Springs Fire Department.
- Goodwill Industries Career Services provides career and employment services through CAC's Career Center
- The Cities of Sandy Springs and Dunwoody to provide high-quality job fairs in partnership with many businesses in the Atlanta Perimeter area.

#### **PROGRAMS**

CAC's Emergency Assistance Program is modeled after the most effective homeless prevention programs according to parameters outlined by The National Alliance to End Homelessness research that concludes that successful prevention programs: \* Provide the least amount of intervention to the greatest number of people \* Focus on Housing Stability, not Emergency Shelter \* Provide mechanisms for Crisis Resolution \* Target the right population \* Offer Client Choice \* Manage for Efficiency and Effectiveness \* Maximize Community Resources.

Based on these premises, CAC has developed a program that incorporates all of those components. CAC works to improve conditions caused by

poverty, whether that poverty is permanent or temporary and is a proactive agent of change in the community and in the lives of those we serve. CAC focuses on hunger and homeless prevention by first directing its aid to families who are experiencing a financial crisis and struggle to meet their basic needs of food, clothing, and shelter, addressing point 2 and 4 of the Fulton County Health & Human Services KPIs (helping residents who experience food insecurity and affecting a percentage change in the homeless population year to year, respectively). Once basic needs are provided for, we help individuals and families on their journey to improve their economic stability.

When a client contacts CAC the first step is to complete an assessment to establish need and eligibility. Next is an interview to review the client's assets and their critical needs, document the need and help the client to develop an Individual Service Plan (ISP). The ISP starts with Benefits Screening to evaluate if the household is receiving or qualifies for benefits such as SNAP, Medicaid, TANF, and others, addressing point 2 of the Fulton County H&HS KPIs (affecting the number of uninsured adults and children). It includes referrals to appropriate resources, internal at CAC such as the Emergency Assistance Program to provide for basic needs of financial assistance for rent and/or utility payments, food and clothing, and external to CAC such as transitional housing, shelter, counseling, etc. One component of the Individual Service Plan is an assessment of employment potential based on current skills to determine what additional skills may be needed to sustain career and personal success to achieve greater economic security and self-sufficiency.

Financial Assistance Program – Goal: To prevent clients from losing their homes by providing financial assistance to individuals seeking help to overcome a temporary financial setback and adequate referral services to individuals seeking assistance. Financial assistance is in the form of partial payments for rent, mortgage, and/or utilities to prevent evictions or utility disruptions and is paid directly to the vendor. The nature of the emergencies considered include changes in personal circumstances such as job loss, illness, and unpaid maternity leave, disasters such as fire and flood, unusual expenses such as high medical bills, and family changes such as death, divorce, or separation.

**Food Program** - Goals: 1) To reduce the number of households experiencing food insecurity in our community by providing groceries and nutritious food when needed. 2) To improve the nutritional status of clients by enhancing the quality and appeal of meals and groceries provided through the food pantry and providing nutrition education.

When clients first come requesting food to CAC, 44% state that they are missing at least one meal a day and routinely do not have enough food to feed their families. CAC helps clients overcome issues of food insecurity by providing groceries and nutritious meals all year round, additional pounds of food for kids's meals during the summer break, and during the holiday season a food basket to celebrate. Following the national best practices for emergency food providers, the food pantry offers a "Client Choice Model". Food Pantry clients "shop" the shelves, select the items that they prefer, and leave with customized bags of groceries for their family's meals. In addition to upholding the dignity of clients by allowing them freedom of choice, CAC serves clients with specific health concerns and dietary restrictions and reduces food waste. CAC operates three food pantries, two of which are in Sandy Springs and serve Fulton County residents, creating a vital lifeline for families in the immediate area that may otherwise go hungry. The CAC food pantry serves an average of 980 families per month during the school year, a number that rises to 1,072 in the summer when children do not have access to free and reduced school lunches. Of the 7,046 individuals that CAC Food Pantry touched last year, 120 were homeless, 362 living in a recovery program for substance abuse, 36 were in transitional housing, and 24 living in a hotel as a result of evictions. 35% were children aged newborn to 18 years old. CAC's Food Pantry has become an essential food service provider addressing Fulton County Health and Human Services initiatives.

**Clothing Program** - CAC Canopy Thrift - Goals: 1)To provide clothing and household basics for our neighbors in need by providing clean and wearable clothing, furniture, toys, and household items. 2)To increase the earned revenue stream of this venture by selling to the public.

The Clothing Program via the CAC Canopy Thrift provides free clothing and household needs including furniture on a voucher system to approximately 380 households each month. CAC ensures more than 4,750 individuals have appropriate clothing for school and work. The shop in addition to increasing significantly the amount of in-kind donations to clients in need is also a revenue generator and will progressively contribute more towards the financial stability of CAC.

The Adult Education and Career Center Programs - Goals: 1) To offer classes that prepare our clients for work and daily living on their path to self-sufficiency. 2) To engage in partnerships that offer education, training and career readiness programs for CAC clients. 3) To partner with employers to refer clients to better employment opportunities to increase their income and achieve greater economic stability. 4) To provide job

search mentoring through a team of 30 Volunteer Career Advocates. Assistance with resume writing, interviewing, connections with local employers

At CAC we strive to give our neighbors opportunities to get integrated into society, the workforce, and the modern world. In addition to helping clients overcome economic challenges, CAC works to identify the educational and needs of our clients. We offer classes that help our clients improve their personal and/or work situations. Classes include English for Successful Living, computers, career planning and financial literacy.

CAC's Career Center Program is a natural extension of CAC's mission of promoting self-sufficiency. The Center has proved to be very successful in connecting the workforce to the workplace and assists more than 220 clients each year. CAC is in a perfect position to connect its clients to employment opportunities given the robust marketplace of the Atlanta Perimeter Area and our access to those in need of better-paying jobs. Most of the referrals to the Career Center come from the CAC Assistance Team. Volunteer Career Advocates serve as mentors through the short-term process of securing a new job and long-term follow-up to encourage and provide support needed for continued success. Referrals are made to CAC's Adult Education Program if Language or Computer Skills are needed and to other organizations that provide industry-specific training. To best achieve the goal of connecting job-seekers to local companies, the Career Center has partnered with the City of Sandy Springs to host Sandy Springs Connects! Career Expos. The Career Expos continue to grow, with over 20 high-quality employers and 200 job seekers attending the event at City Center. CAC has also partnered with the City of Dunwoody to offer HireDunwoody. The Career Center offers computer workstations for clients to research jobs and access a resource library. While we have worked primarily with CAC clients we plan to offer our services to the broader community. As the cost of housing and transportation continues to rise, many people who currently do not need CAC's Emergency Assistance services will likely need to move up in income to maintain housing stability. With the significant number of employers in our area, match making our clients to their jobs is a win-win. The goal is to become the go-to Career Center for the vibrant Perimeter Business district.

**Volunteer Income Tax Assistance Program (VITA)** – Goal: To offer free tax return preparation help to low-to-moderate-income households who need help with their tax returns.

VITA works in partnership with the IRS and United Way and provides a necessary service for struggling families. IRS-trained CAC volunteers prepare tax returns at no cost for individuals and families within the allowed income level. Clients benefit greatly from knowledgeable tax preparation assistance that ensures that tax returns are filed properly and that clients take advantage of the earned income, child and/or education credit as appropriate. These credits are a key contributor to poverty reduction. The CAC VITA site assisted 486 clients in 2024, prepared 538 tax forms, resulting in over \$600,000 federal returns, and over \$450,000 from child, education, and earned income credits. Many clients come for tax preparation and discover opportunities to receive assistance, gain valuable skills and meet self-sufficiency goals.

CAC Cares for Kids Program - Goal: To provide support for the unique needs of children and families thus mitigating additional economic stress.

CAC is committed to stabilizing families and providing critically needed extra support at particularly challenging times of the year. CAC offers Summer Lunches to relieve the added financial stress for many families during the summer months when kids are out of school. Tools for Schools program provides students with backpacks filled with grade-level specific supplies to make sure they have the tools needed for the start of the academic year. CAC provides classroom supplies via the Teachers' Closet program. Hope for the Holidays Program matches donors with families to provide gifts for kids ages newborn to 18.

Individuals and families may also be referred to other resources such as counseling or training. Most importantly, CAC offers hope for the future: a place where one can go for help and speak to a compassionate volunteer who can offer opportunities to get assistance, learn, and grow.

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

Based on the awarded amount of <u>\$50,000.00</u>, 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	<b>Designation of CSP Funding Award</b>
Administrative (5% Admin max of total funds awarded.)	\$0.00
Operational (25% Operational max of total funds awarded.)	\$0.00
Direct Services	\$50,000.00
Total	\$50,000.00

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

used for staff salaries providing direct service to 950 unduplicated Fulton County individuals from 415 households receiving rental assistance and food to prevent homelessness and food insecurity.

It will cover 15% of the monthly salaries for seven staff members, including the Assistance Manager, Branches Manager, Assistance Analyst Specialist, Intake Specialist, and three Food Pantry staff.

The funds will be allocated as follows:

Salaries	January	February	March	April	May	June	Sub-total
30% of the salaries of seven direct service staff members per month for six months	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,000.00	\$ 25,000.00
Salaries	July	August	September	October	November	December	Sub-total
30% of the salaries of seven direct service staff members per month for six months	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,000.00	\$ 25,000.00

#### **Program Performance Measures:**

Community Assistance Center 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: 1. Number of individuals receiving Emergency Financial Assistance,4. Number of

individuals receiving access/support for educational resources...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

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:

CAC has embedded the evaluation process into all of its programs, ensuring that data-driven insights guide planning and decision-making. As a result, only programs demonstrating measurable success are sustained and refined. Regular reviews of outcomes by staff facilitate continuous operational improvements. Any decisions requiring policy adjustments are carefully evaluated by a Board Committee and ultimately decided by the Board od Directors. These results are used to prioritize assistance for families facing higher risks, allocate resources more effectively, and work towards achieving more stable, positive outcomes while expanding both access and capacity.

For this grant, CAC will report on the following County-Defined Performance Measures:

- Economic Stability/Poverty: Number of individuals receiving Emergency Financial Assistance.
- Economic Stability/Poverty: Support through Training/Job Development/Employment programs that lead to self-sufficiency, such as employment, and transitional skills training.
- Economic Stability/Poverty: Number of individuals gaining improved access to economic opportunities, with a focus on foundational education, career exploration, and coaching.

Additionally, CAC measures its success through the following Key Outcome Indicators:

- Percent of clients who are able to maintain stable housing.
- Percent of clients who successfully resolve their crisis.
- Percent of clients who avoid food insecurity.

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

Community Assistance Center (CAC) is committed to prevention, and one of the key measures of its effectiveness is whether the assistance provided helps clients remain in their homes. Data is collected at 30, 90, and 180 days after financial assistance is provided. This enables CAC to assess whether families receiving support are still housed and to evaluate their progress toward resolving the crisis that led them to seek help. These evaluations include questions about service needs, client satisfaction, and outcomes.

CAC tracks the following Key Performance Indicators (KPIs) at 30, 90, and 180 days:

#### **OUTCOMES:**

% of clients who remain housed

% of clients who have resolved the crisis that caused them to seek assistance

% of clients who have full access to utilities

% of clients employed full-time or part-time

Number of individuals who entered employment, education, or training

% of clients who are food secure

CAC utilizes multiple data sources to evaluate its programs:

- Outcome evaluation questionnaires, assessing progress toward Individual Service Plan (ISP) goals, outcomes, service needs, and client satisfaction
- Client feedback and suggestions
- Volunteer and staff feedback and suggestions
- Client demographic and service data to identify demand, trends, and demographics
- Environmental scans to assess factors affecting low-income families

The results of the 180-day evaluation in 2024 are as follows:

62% of clients successfully resolved the crisis that led them to seek assistance

93% of clients were able to maintain housing 180 days after receiving support

69% of clients secured stable housing at least for 1 year

90% of clients kept their utilities connected

77% of clients are employed

46% Full Time

23% Part Time

8% Self-employed / gig jobs

15% of clients remain unemployed

29% of clients increased their income

24% of clients experienced a decrease in income

59% of clients are food secure

These results demonstrate that a significant portion of clients achieved the goals of preventing homelessness, maintaining basic services, and regaining stability. Timely and targeted support has proven effective, showing that providing the right assistance, in the right amount, to those who need it most works. CAC's prevention efforts stabilize households, reduce community blight, and help many residents recover more smoothly.

CAC's staff and Board of Directors review the Strategic Plan's goals and objectives against performance indicators. They assess the scope and effectiveness of assistance, making adjustments as needed. For example, these results were used to target additional resources to higher-risk families to ensure more stable, positive outcomes.

CAC's focus on prevention has consistently delivered successful outputs and outcomes tied to grant awards. The agency has earned multi-year funding from United Way due to its exceptional outcomes, as well as its strong operational and financial management.

#### **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 31<sup>st</sup> of the contract year. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor's failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

#### **ARTICLE III - COMPENSATION FOR SERVICES**

- (a) Fulton County agrees to pay Contractor a maximum sum of \$50,000.00.
- (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 <u>July 18, 2025 for the period</u>

  <u>January 1, 2025-June 30, 2025; and January 16, 2026 for the period July 1, 2025-December 31, 2025.</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

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

To Contractor:

Community Assistance Center P.O. Box 501298 Sandy Springs, Georgia 31150

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 **Community Assistance Center**, 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:	2025 Community Service Program - CSP		
Project No. and Project Title:		•	
·	25RFP020325C-MH		

#### **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:

99619	2-12-2008
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	Date of Authorization
Community Assistance Center	
Authorized Officer or Agent	
(Name of Contractor)	
I hereby declare under penalty of perjury that the foregoing is true and correct	
Francis K. Horton III	CEO
Printed Name (of Authorized Officer or Agent of Contractor)	Title (of Authorized Officer or Agent of Contractor)
from to	February 12, 2025
Signature (of Authorized Officer or Agent)	Date Signed
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	MINIM HADOOM
12 DAY OF February , 2025	TARL 8
Janue M. Haddock	[NOTARY SEAL]
Notary Public	EMBER 09. W
My Commission Expires: 9-9-2028	W. OUNTY

<sup>\*</sup> 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:	2025 Community Service Program - CSP
Project No. and Project Title:	25RFP020225C-MH
	2011110201120011111

#### 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.

deadilines established in 0.0.0.7. To 10 or.				
99619	2-12-2008			
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	Date of Authorization			
Community Assistance Center				
Authorized Officer of Agent				
(Name of Subcontractor)				
I hereby declare under penalty of perjury that the foregoing is true and correct				
Francis K. Horton III	CEO			
Printed Name (of Authorized Officer or Agent of Contractor)	Title (of Authorized Officer or Agent of Contractor)			
franco	February 12, 2025			
Signature (of Authorized Officer or Agent)	Date Signed			
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  12 DAY OF February 20 25  Quice M. Haddoch  Notary Public  My Commission Expires: 9-9-2028	[NOTARY SEAL]			

<sup>\*</sup> 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) 05/29/2025

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 liqu of such endorsement(s)

this certific	ate does not confer rights to the certificate ho	lder in lieu of such	n endorsement(s).				
PRODUCER			CONTACT Lauren Green				
Hamby & Alois	io Inc.		PHONE (A/C, No, Ext): (770) 551-3270 FAX (A/C, No): (770) 551-3289				
53 Perimeter Center East #400			E-MAIL ADDRESS: lauren@hains.com				
			INSURER(S) AFFORDING COVERAGE	NAIC #			
Atlanta		GA 30346	INSURER A: Berkley National Ins Co				
INSURED			INSURER B: Healthcare Mutual Captive Ins.				
	Community Assistance Center, Inc., DBA: Communi	ity Action Center	INSURER C: U. S. Liability				
	P O Box 501298		INSURER D:				
			INSURER E :				
	Atlanta	GA 31150-1298	INSURER F:				
COVERAGES	CERTIFICATE NUMBE	R: 24-25	REVISION NUMBER:				
THIS IS TO C	ERTIFY THAT THE POLICIES OF INSURANCE LISTED	BELOW HAVE BEEN	ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD				

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.

	CLUSIONS AND CONDITIONS OF SUCH PO							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000
	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
Α		Υ		HHS 8525192-18	06/29/2024	06/29/2025	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	OTHER:						Abuse & Molestation	\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
Α	OWNED SCHEDULED AUTOS ONLY			HHS 8525192-17	06/29/2024	06/29/2025	BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							Underinsured motorist	\$ 1,000,000
	<b>✓ UMBRELLA LIAB</b> OCCUR						EACH OCCURRENCE	\$ 5,000,000
Α	EXCESS LIAB CLAIMS-MADE			HHS 8525192-17	06/29/2024	06/29/2025	AGGREGATE	\$ 5,000,000
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						➤ PER OTH-ER	
l <sub>B</sub>	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		050-00474-24	01/01/2024	01/01/2025	E.L. EACH ACCIDENT	\$ 500,000
	(Mandatory in NH)	,				22,2020	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
	Directors & Officers						Limit	\$1,000,000
С	Directors & Officers			NDO1033757N	06/10/2024	06/10/2025	Each Claim	\$1,000,000
L							Deductible	\$500

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

For Informational Purposes Only.

Fulton County is Listed as an Additional Insured by ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION (Form (CG 20 26 12 19) in regards to the General Liability.

General Liability Broadening Endorsement (Form CG 83 91 05 15)

RE: HHS 8525192-18: effective 6/29/24-6/29/25 ;Professional Errors & Omissions; Each Occurence- \$1,000,000; General Aggregate- \$3,000,000

CERTIFICATE HOLDER		CANCELLATION
Fulton County Government 141 Pryor Street SW		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1411 Tyor Ollock OV		AUTHORIZED REPRESENTATIVE
Atlanta	GA 30303	Veen M Hanry

			ADDI	TIONAL COVE	RAGI	ES		
Ref #	<b>Description</b> Medical pa					Coverage Code MEDPM	Form No.	Edition Date
<b>Limit 1</b> 5,000		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref #	<b>Description</b> Uninsured	n motorist combined si	ngle limit			Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,0	000	Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref #	Description WC & Emp	n oloyer's liability				Coverage Code WCEL	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref #	<b>Description</b> Premium d					Coverage Code PDIS	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	<b>Premium</b> -\$1,914	1.00
Ref #	Description Expense co					Coverage Code EXCNT	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$170.0	0
Ref #	<b>Description</b> Experience	n e Mod Factor 1				Coverage Code EXP01	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	<b>Premium</b> -\$2,501	1.00
Ref #	Description	1				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref #	Description	า				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref #	Description	า				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref #	Description	า				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref #	Description	า				Coverage Code	Form No.	Edition Date
Limit 1	1	Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	1
OFADT	LCV						Copyright 2001, AM	/IS Services, Inc.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY. GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$10,000
Broadened Supplementary Benefits
a. Bail Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for "Special Events"
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of "Special Event" Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds
Peter Peril Peril Peril Peril Peril Peril Peril Peter

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

#### A. BROADENED BODILY INJURY

Paragraph **3.** of **Section V – Definitions** is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

### B. BROADENED PERSONAL AND ADVERTISING INJURY

- Paragraph 14. of Section V Definitions is deleted and replaced with the following:
  - 14. "Personal and Advertising Injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.
    - **a.** False arrest, detention, or imprisonment;
    - Malicious prosecution or abuse of process;
    - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
    - d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services:
    - e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy; or
    - **f.** Misappropriation of advertising ideas or style of doing business; or
    - **g.** Infringement of copyright, title, or slogan.
    - Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.
- Exclusions 2.b. and 2.c. under Coverage B
   Personal and Advertising Injury Liability
   are deleted and replaced with the following:

### b. Material Published with Knowledge of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

### c. Material Published Prior to Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

#### C. BROADENED PROPERTY DAMAGE

Exclusion 2.a. under Coverage A Bodily Injury and Property Damage Liability is deleted and replaced with the following:

#### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

- Paragraph 6. under Section III Limits Of Insurance is deleted and replaced with the following:
  - 6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to:
    - a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
    - b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

- **c.** \$500,000: or
- d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.
- Paragraph 2. Exclusions of Coverage A Bodily Injury and Property Damage Liability is amended as follows:

Paragraphs **c.** through **n.**, do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

Paragraph 4. Other Insurance of Section IV

 Commercial General Liability Conditions is amended as follows:

Paragraph **b.** (1) (a) (ii) is deleted and replaced with the following:

- (ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- **4.** Paragraph **9.a.** under **Section V Definitions** is deleted and replaced with the following:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- This Broadened Coverage is subject to all the terms of Section III – Limits Of Insurance.
- 6. This Broadened Coverage does not apply if Fire Damage Liability of COVERAGE A (SECTION I) is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

#### E. BROADENED MEDICAL PAYMENTS

The following provision is added to Paragraph
 of Section III – Limits Of Insurance:

The Medical Expense Limit shall be the greater of:

- **a.** \$10,000; or
- **b.** The amount shown in the Declarations for Medical Expense Limit.

- 2. This Medical Expense Limit is subject to all the terms of Section III Limits Of Insurance.
- This above Medical Expense Limit does not apply if Coverage C Medical Payments is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

#### F. BROADENED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. under Supplementary Payments – Coverages A and B are deleted and replaced with the following:

- **b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

### G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

Paragraph **3.a** under **Section II – Who Is An Insured** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 120<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

## H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

Exclusion **2.g.** under **Coverage A Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft," auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent:
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - **(b)** Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f. (2) or f.
  (3) of Section V Definitions, Paragraph 12., "Mobile Equipment"; or
- (6) An aircraft you do not own that is:
  - (a) Hired, chartered, or loaned with a crew; and
  - **(b)** Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph g.(1) and g.(2) above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph g. (6) above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

## I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

- Paragraph 2. Duties in The Event Of Occurrence, Offense, Claims Or Suit under Section IV – Commercial General Liability Conditions is amended to add the following provision:
  - e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph 2.a. above, or a claim or "suit" or offense under Paragraphs 2.a., 2.b., and 2.c above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."
- The following provisions are added to Section IV – Commercial General Liability Conditions:

#### 10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

#### 11. Notice To Company

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence**, **Offense**, **Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

### J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

- You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.
- 2. **Section V Definitions** is amended to add the following paragraph:
  - 23. "Special Event" means any event:
    - **a.** The purpose of which is to raise funds for you; or
    - **b.** To recognize the accomplishments of your organization, your "employees," or your volunteer workers; or
    - c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs a. or b. above; and
    - **d.** Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

#### K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II – Who Is An Insured**:

- 4. Automatic Additional Insured(s)
  - a. Additional Insureds Athletic Activity Participants
    - (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:
      - (a) "Medical expenses" under Coverage C Medical Payments.
      - (b) "Bodily Injury" to:

- (i) A co-participant, your volunteer worker or your "employee" while participating in amateur athletic activities that you sponsor; or
- (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
- (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
  - (i) A co-participant, your volunteer worker, or your "employee"; or
  - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### b. Additional Insured – Contractual Obligations

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract"; to include as an insured, subject to all of the following provisions:
  - (a) Coverage is limited to liability arising out of:
    - (i) Your ongoing operations performed for such Additional Insured: or
    - (ii) Such Additional Insured's financial control of you; or
    - (iii) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
    - (iv) A permit issued to you by a state or political subdivision.
  - **(b)** Coverage does not apply to any "occurrence" or offense:
    - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

- (ii) Which takes place after you cease to be a tenant in that premises.
- (c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:
  - (i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (ii) Supervisory, inspection, or engineering services.
- (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e). does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

#### c. Additional Insured - Funding Sources

(1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:

- (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

### d. Additional Insured – Manager or Lessor of Premises

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
  - (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral
    - agreement is an "insured contract";
    - (i) Currently in effect or to become effective during the term of this policy; and
    - (ii) Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d. (1) immediately above, the following additional provisions apply:
  - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
  - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or
  - (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.
- e. Additional Insured Owner, Manager, Operator or Lessor of "Special Events" Premises
  - (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:

- (a) A written contract; or
- (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
  - (i) Currently in effect or to become effective during the term of this policy; and
  - (ii) Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:
  - (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (3) This insurance does not apply to:
  - (a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
  - (b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

#### f. Additional Insured – Supervisors or Higher in Rank

- (1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:
  - (a) "Bodily injury" or "personal and advertising injury":
    - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
    - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
    - (iii) Arising out of his or her providing or failing to provide professional health care services.
  - (b) "Personal and Advertising Injury":
    - (i) To a co-"employee" while in the course of his or her employment, or
    - (ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above;

- (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b) (i) or (b) (ii) above.
- (c) "Property damage" to property:
  - (i) Owned, occupied or used by; or
  - (ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### g. Additional Insured - LIMITATIONS

- (1) The persons, entities, or organizations to which coverage is extended under Paragraphs a. (Athletic Activity Participants), b. (Contractual Obligations), c. (Funding Sources), d. (Managers or Lessors of Premises), and e. (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:
  - (a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and
  - **(b)** If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.
- (2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph 4. AUTOMATIC ADDITIONAL INSURED(S) does not apply to that person, entity, or organization.
- (3) The following is added to Section V Definitions:
  - 24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages,

- restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.
- (4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph h. apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

#### L. BLANKET WAIVER OF SUBROGATION

Paragraph 8. under Section IV – Commercial General Liability Conditions is deleted and replaced with the following:

- 8. Transfer of Rights Of Recovery Against
  Others To Us And Blanket Waiver Of
  Subrogation
  - a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
  - b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

### M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

**Section III – Limits Of Insurance** is amended to add the following paragraph:

- 8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal and advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:
  - **a.** You
  - **b.** Your "executive officers," directors, "employees," and
  - **c.** Any other insureds in any order that we choose.

#### ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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 Community Assistance Center
DocuSigned by:	DocuSigned byName of Signatory: Francis K Horton III
Robert L. Pitts	Title of Signatory: CEO
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Authorized Signature
ATTEST:	ATTEST:
Signed by:	Signed by: Name of 2nd Signatory: Janice M Haddock
Janjak Shu	Jania Hadaddad Signatory: Business Manager
Tonya R. Grier  Clerk to the Commission  Signed by:	Second Authorized Signature Signed by:
(Affix County Seal)	(Affix Corporate Seal, if applicable)
APPROVED AS TO FORM:  Signed by:  David Lowman	
Office of the County Attorney	
APPROVED AS TO CONTENT:  Docusigned by:  Stanley Wilson  5E4D76DFB4A0450	
Stanley Wilson, Director Fulton County Department of Community Development	
Please select RM or 2ND RM from the check	
RM	χ 2ND RM
ITEM#: RM: REGULAR MEETING	ITEM#: 25-0398 2ND RM: 05/21/2025 SECOND REGULAR MEETING
	_



#### **Certificate Of Completion**

Envelope Id: 5B0DB142-5174-45E3-B1CE-C458C4705AA4

Subject: Please DocuSign: 2025 CSP Contract-Community Assistance Center-BOC Agenda#25-0398

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 34 Certificate Pages: 7 AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

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

Canada)

Signatures: 6 Initials: 0

**Envelope Originator:** Cherie Williams Stamps: 2

141 Pryor Street

Status: Completed

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Cherie.Williams@fultoncountyga.gov

IP Address: 166.137.175.49

Sent: 6/20/2025 10:08:43 PM

Viewed: 6/21/2025 9:18:46 AM

Signed: 6/23/2025 9:08:48 AM

#### **Record Tracking**

Status: Original

6/20/2025 10:03:32 PM Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Cherie Williams

Cherie.Williams@fultoncountyga.gov

Pool: StateLocal

Signature

fron Kot

Pool: Fulton County Government

Location: DocuSign

Location: Docusign

**Timestamp** 

#### **Signer Events**

Francis Horton ceo@ourcac.org

CEO

Community Assistance Center

Security Level: Email, Account Authentication

(None)

-52C5317F7B6F4EF..

Signature Adoption: Uploaded Signature Image Using IP Address: 23.31.132.97

**Electronic Record and Signature Disclosure:** Accepted: 6/21/2025 9:18:46 AM

ID: 7fef5e13-459b-4df6-82a0-681b9a0b7617

Janice Haddock admin@ourcac.org

Security Level: Email, Account Authentication

(None)

Janice Haddock 9C946C5B505F4F8...



Sent: 6/23/2025 9:08:51 AM Resent: 6/23/2025 9:20:09 AM Resent: 6/24/2025 9:42:58 AM Viewed: 6/24/2025 10:47:42 AM Signed: 6/24/2025 11:07:55 AM

Signature Adoption: Pre-selected Style Using IP Address: 23.31.132.97

#### **Electronic Record and Signature Disclosure:**

Accepted: 6/23/2025 9:10:01 AM

ID: 40111fd5-6b19-4d69-b8dd-8aa2343b3980

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

#### Completed

Using IP Address: 45.20.200.178

Sent: 6/24/2025 11:07:58 AM Resent: 6/25/2025 1:06:11 PM Viewed: 6/25/2025 1:11:52 PM Signed: 6/25/2025 1:12:08 PM

**Signer Events** 

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Lauren Hansford

lauren.hansford@fultoncountyga.gov

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** 

Accepted: 6/27/2025 7:55:55 AM ID: 1f031f83-71c2-47f1-a940-fe624e20d8f5

David Lowman

David.Lowman@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 6/27/2025 8:05:58 AM ID: e9db9631-571f-42db-ae4a-c4401b8d448d

Nikki Peterson

nikki.peterson@fultoncountyga.gov

Chief Deputy Clerk to the Board of Commissioners

**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

michael.oconnor@fultoncountyga.gov

**Fulton County** 

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Tonya Grier

tonya.grier@fultoncountyga.gov

Clerk to the Commission

**Fulton County** 

Security Level: Email, Account Authentication

(None)

**Signature** 

Stanley Wilson 5E4D76DFB4A0450..

Signature Adoption: Pre-selected Style Using IP Address: 75.43.132.102

Completed

Using IP Address:

2601:cd:cc80:7e10:695e:8e57:23b0:d186

David Lowman 0FC92FDADFFB4B8

Signature Adoption: Pre-selected Style

Using IP Address: 47.36.19.90

Completed

Using IP Address: 66.56.23.82

DocuSigned by:

Robert L. Pitts

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

Janepak Strum EEC476C4837648D...

Signature Adoption: Uploaded Signature Image

Using IP Address: 99.96.24.191

**Electronic Record and Signature Disclosure:** 

**Timestamp** 

Sent: 6/25/2025 1:12:11 PM Viewed: 6/25/2025 5:12:18 PM

Signed: 6/25/2025 5:12:24 PM

Sent: 6/25/2025 5:12:27 PM

Viewed: 6/27/2025 7:55:55 AM Signed: 6/27/2025 7:57:49 AM

Sent: 6/27/2025 7:57:52 AM Viewed: 6/27/2025 8:05:58 AM

Signed: 6/27/2025 8:07:45 AM

Sent: 6/27/2025 8:07:49 AM Viewed: 6/27/2025 1:27:32 PM

Signed: 6/27/2025 1:27:59 PM

Sent: 6/27/2025 1:28:03 PM Viewed: 6/27/2025 2:42:30 PM

Signed: 6/27/2025 2:42:36 PM

Sent: 6/27/2025 2:42:40 PM Resent: 6/30/2025 11:53:57 AM Viewed: 7/1/2025 12:33:48 PM

Signed: 7/1/2025 12:34:53 PM

**Signer Events Signature Timestamp** Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4 Sent: 7/1/2025 12:34:58 PM Mark Hawks3 Completed mark.hawks@fultoncountyga.gov Resent: 7/3/2025 10:46:14 AM Chief Assistant Purchasing Agent Viewed: 7/3/2025 2:07:15 PM Using IP Address: 45.20.200.178 Purchasing and Contract Complliance Signed: 7/3/2025 2:07:22 PM 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 Sent: 6/20/2025 10:08:42 PM Atif Henderson COPIED Atif.Henderson@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign Sent: 6/20/2025 10:08:42 PM Cherie Williams COPIED cherie.williams@fultoncountyga.gov Resent: 7/3/2025 2:07:31 PM Fulton County Government Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign Carlos Thomas Sent: 6/20/2025 10:08:43 PM COPIED Viewed: 7/3/2025 2:16:07 PM 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: 7/3/2025 2:07:27 PM COPIED dian.devaughn@fultoncountyga.gov Viewed: 7/3/2025 2:14:17 PM 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
Envelope Sent	Hashed/Encrypted	6/20/2025 10:08:42 PM
Certified Delivered	Security Checked	7/3/2025 2:07:15 PM
Signing Complete	Security Checked	7/3/2025 2:07:22 PM
Completed	Security Checked	7/3/2025 2:07:27 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

#### CONSUMER DISCLOSURE

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

#### Getting paper copies

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

#### Withdrawing your consent

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

#### Consequences of changing your mind

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

#### All notices and disclosures will be sent to you electronically

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

#### How to contact Carahsoft OBO Fulton County, Georgia:

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

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

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

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

#### To request paper copies from Carahsoft OBO Fulton County, Georgia

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

### To withdraw your consent with Carahsoft OBO Fulton County, Georgia

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

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

#### Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari <sup>™</sup> 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

<sup>\*\*</sup> 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.