



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 25RFP020325C-MH**

**2025 COMMUNITY SERVICES PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

## CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2025**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **North Fulton Community Charities, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

### WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **May 21, 2025, BOC#25-0398**.

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

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## **ARTICLE I - PARTIES AND TERM:**

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from **01/01/2025**, until midnight **12/31/2025**.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

## **ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:**

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

### **SCOPE OF WORK:**

#### **Community Services Program (CSP)**

**CSP Service Category:** 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

**North Fulton Community Charities, Inc., Improving economic stability for North Fulton residents** 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:** 07/01/2025

**End date:** 12/31/2025

**Service Delivery Site(s):**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Residents Served by the program (facility) location</b>
North Fulton Community Charities Pantry	11270 ELKINS ROAD	ROSWELL	Georgia	30076	2	1,2
North Fulton Community Charities Assistance and Education	11275 ELKINS RD	ROSWELL	Georgia	30076	2	1,2

**Approach and Design:**

**North Fulton Community Charities, Inc., Improving economic stability for North Fulton residents** will provide services to **1200** clients that reside in Fulton County, with CSP funding.

**North Fulton Community Charities, Inc., Improving economic stability for North Fulton residents will provide the following activities and services in Fulton County with CSP funding:**

NFCC's programs clearly align with the Fulton County priorities, including the key performance indicators of the Health & Human Services. The *#2 KPI of Prevent health disparities by educating residents and connecting them to available resources* is the most aligned KPI with NFCC. The dual-sided approach of NFCC is 1) distribute financial, food, and clothing assistance to stabilize a family and provide for immediate needs of food, clothing, and shelter; and 2) provide equitable access to no-cost services that build long-term economic stability and mobility, such as educational opportunities, skills training, and career and financial coaching and preparation.

This NFCC dual-sided approach to addressing the needs of North Fulton families will be further explained and why these two approaches meet many of the funding priorities.

*CSP Funding Priority #1 – Emergency Financial Assistance inclusive of Rental and Mortgage Assistance, as well as Utility Assistance.*

Through our Case Management/Financial Assistance, Client Choice Pantry, Clothing Choice, and Seasonal programs, we provide household stabilization through rent/mortgage assistance, access to free groceries, household goods and clothing, as well as offset costs for burdensome seasonal expenses like back to school and holidays.

NFCC's Education and Workforce Development programs address the following CSP Funding Priorities:

- *CSP Funding Priority #2 Training/Job Development/Employment which leads to self-sufficiency.*
  - *In 2025, NFCC will be adding a full-time position to provide free job placement services for NFCC clients as an additional service to our current full-time position that focuses on job development and training skills.*
- *CSP Funding Priority #3 Access to and support for educational resources (GED testing, college/vocational school scholarships and partnerships)*
- *CSP Funding Priority #5 Improved access to economic opportunities, programs and resources focused on foundational education, career exploration, coaching to re-engage youth up to age 21 and provide job-readiness skills for employment. Wraparound support to address basic needs during training (rental assistance, transportation, childcare).*

## **Activities and Services**

### Household Stabilization

As mentioned previously, four of NFCC's 5 program areas (Case Management/Financial Assistance, Client Choice Pantry, Clothing Choice, and Seasonal programs) focus on providing immediate needs of a family in crisis. These short-term assistance types offer North Fulton families a safety net of services meant to prevent homelessness, reduce food insecurity, provide clothing assistance, and offset seasonal costs.

Our Case Management/Financial Assistance program acts as the starting point to a pipeline of internal and external resources. Families make an appointment to sit down and explore their situation in-depth with one of our bilingual, compassionate case managers. In 2024, we prevented homelessness for 1,121 families and distributed \$1.28 million in aid. Our case managers help families not only with assistance with rent/mortgage or utilities but also look at a snapshot of a family's budget and can make recommendations and referral to internal and external resources that can help a family manage their resources. For example, families are encouraged to take advantage of free access to NFCC's Food Pantry to reduce grocery bills. A household is allotted a certain number of points per month based on household size. The family can shop as little or as much as necessary during the month and are able to choose what they take home to reduce food waste. We partner with the Atlanta Community Food Bank, with over thirty food recovery partners and other supporters to get food into the hands of those who need it. Our Clothing Choice program also allot points per household based on size. Each point is worth \$1 of clothing and accessories from our Thrift Shop. Case managers encourage families to utilize this resource to stretch clothing budgets and reallocate those funds to other expenses like rent and utilities. Finally, transportation assistance can be issued by either case managers or food pantry staff to families who rely on MARTA as their main source of transit, whether that is to search for employment, seek medical care, or other needs. As with food pantry and clothing choice, any funds saved by families can be used for rent/mortgage and other household costs. All four programs are offered continuously year-round, and a family may enter the programs at any time.

### Services Offered with Partners

In addition to partnering with the Atlanta Community Food Bank for our pantry and being an enabled agency through the United Way of Great Atlanta, we collaborate with many local organizations to

provide the services necessary to keep all North Fulton families thriving. Other services offered in conjunction with partners that contribute to household stabilization are free tax preparation with the Volunteer Income Tax Assistance (VITA) program in partnership with United Way of Greater Atlanta, and energy bill assistance through the Low-Income Home Energy Assistance Program (LIHEAP) in partnership with Fulton Atlanta Community Authority. We also offer free access to mental health services in partnership with The Summit Counseling Center, and grocery delivery to homebound seniors in partnership with Senior Services North Fulton. We work with other partners like Child Development Academy and STAR House to help families access quality, affordable childcare and after school care. Kaiser is a partner with NFCC as we helped sign up eight families with Kaiser Insurance program targeted at working families with very low income. The pantry and Door Dash partnered to provide eighty-two households with free delivery of food from our pantry (ordered online).

As part of the North Fulton Housing Collaborative and Fulton Continuum of Care, NFCC is one of the first points of contact for families facing a housing crisis. We continuously work with other housing providers on the Continuum of Care, especially in instances where we cannot prevent an eviction or homelessness. We work with and refer to other agencies like The Drake House and Family Promise, who might be able to offer temporary and emergency housing. We also work with Homestretch and Mary Hall Freedom House when appropriate for transitional housing and refer to Roswell Housing Authority and Habitat for Humanity of North Central Georgia for affordable permanent housing.

### Education and Workforce Development

Addressing the second half of NFCC's dual-sided approach and CSP Funding Priorities #2, #3, and #5, the Education and Workforce Programs aim to provide no-cost education and employment opportunities to local families. We offer English language instruction, GED tutoring and preparation, digital literacy classes, individual career and financial coaching, workforce readiness workshops, and links to local employers. In 2025, we plan to add a new service, workforce recruitment, which will have a dedicated full-time resource to partner with local businesses as a job placement coordinator for our clients. This can help move our clients toward increased wages and lasting economic stability and mobility.

For many of our families, the language barrier is an obstacle to social services, employment, transportation, and other necessary resources. Our free ESL classes, which include no-cost childcare to support parents, are offered day and evening to accommodate all schedules. Many students arrive from their home countries with degrees and experience but lack the language skills needed to compete for employment. ESL classes remove this barrier, and we have seen success stories of students accepting jobs in healthcare, education, and more. Last year, 515 students received quality English language instruction

at no cost. Students are surveyed at the end of each 4 month session to assess efficacy of the program and implement any improvements. To ensure an impactful experience, instructors are interviewed and assessed on student progression and retention and have experience in the field of education.

The GED program provides free one-on-one tutoring and test preparation and covers the cost of testing fees. Students are assessed to evaluate their level and are assigned an online curriculum that they can complete both onsite with a tutor or at home. Students also have access to free childcare during the evening hours. Earning a GED is a process that can take a student from a few months to a few years to complete. Once earned, a GED can open doors to higher wages, potential promotions, better employment opportunities, and secondary/vocational education. Without this credential, it is difficult to find work at a sustainable and living wage. In 2024, 73 students were enrolled in the GED program (66% increase over 2023) and in December 2024, we celebrated the accomplishment of 10 GED graduates.

In 2024, NFCC added digital literacy classes to education program offerings. These classes focus on teaching computer skills, such as Microsoft Office, to build skills and empower students to be fully prepared to enter and compete in the job market. Last year, forty-two students took advantage of this offer, increasing their confidence and skills, and preparing them for a brighter future.

The Workforce Development program focuses on successfully preparing participants for employment, which sustains long-term financial stability. We offer one-on-one career and financial coaching for participants that would like to go in-depth on their personal circumstances and need a more individualized approach to resume and cover letter writing, transferable skills assessments, interview preparedness and job searching strategies. For those looking for a broader perspective, small group learning is offered through workshops. Each workshop focuses on a different topic, whether that is how to put your best foot forward in an interview to how to create a household budget. Each workshop is facilitated by professionals in their field and a participant can easily transition to collaborating with a coach after attending any number of workshops. The Workforce program also offers links to local employers, and NFCC hosted its first ever job fair where 208 clients participated with over twenty-five businesses in networking and job applications. Last year, 114 individuals took steps to increase their job readiness level and participated in coaching to help them reach their goals.

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

Based on the awarded amount of **\$50,000.00**, the CSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

***Administrative Expenditures*** CSP funds that are spent on indirect personnel expenses such as salaries,

salary fringe, and benefits for executive / management, accountant, administrative support, etc. Includes direct and indirect charges for administration of the grant (**Note: Not more than 5% of total grant award can be used for administrative costs.**)

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

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

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

Cost Category	Designation of CSP Funding Award
<b>Administrative</b> (5% Admin max of total funds awarded.)	\$0.00
<b>Operational</b> (25% Operational max of total funds awarded.)	\$0.00
<b>Direct Services</b>	\$50,000.00
<i>Total</i>	\$50,000.00

### Explanation of Funding Details:

North Fulton Community Charities respectfully requested \$100,000 (Awarded 5/21/25 50,000) in CSP funding for the period of January 1, 2025, through December 31, 2025. If awarded, funds will support salaries for the Intake Team and ESL teaching contractors which include two (2) Client Services

Managers (2 FTE), one (1) Client Services Supervisor (1 FTE), four (4) Client Services/Support Specialists (2 (FTE) with clients and families to deliver program services. This team supports both locations of NFCC and function as the point of contact for all programs. NFCC's fiscal year runs from July through June.

Since the Intake Team supports service delivery of all programs, the program budget provided is equal to the overall organization budget. In FY24, 90% of expenses were expended toward direct and indirect assistance and program services, 7% were expended toward general and administrative services, and 3% toward fundraising. Direct Assistance include funds distributed to families for rent/mortgage/utility assistance, transportation, medical and food pantry purchases. Please see attached FY25 budget for more details provided in question 15.

### **Timeline**

Payroll for employees is distributed twice per month, on the 15<sup>th</sup> and the last working day of the month, unless that falls on a weekend or holiday. The first CSP funding expenditure will occur on July 15, 2025, and continue every other week until December 31, 2025. Based CSP 2025 funding availability, we will be expending all \$50,000 from July 1, 2025, through December 31, 2025.

### **Program Performance Measures:**

**North Fulton Community Charities, Inc. 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,3. Number of individuals placed in Living Wage Employment; receiving training/job development/employment support...,4. Number of individuals receiving access/support for educational resources...,5. Number of individuals who complete GED requirements; Attainment of credential in post-secondary training...

**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:**

**CSP Service Category: Economic Stability/Poverty**

<b>NFCC Program Goals</b>	<b>Achievement Method(s)</b>
Prevent Homelessness	Distribute emergency financial assistance for rent/mortgage to families facing evictions
Preventing Utility Disconnection	Distribute emergency financial assistance for utility payments to families facing utility disconnection
Lower and remove barriers to education	Provide equitable access to and deliver no-cost quality English as a Second Language classes, GED tutoring and test preparation, and digital literacy education. Cover GED testing fees to eliminate cost barriers.
Lower and remove barriers to sustainable and living wage employment	Provide equitable access to and deliver no-cost individualized career and financial coaching, small group workforce readiness workshops, and training that increases employability. Connect participants to post-secondary education, vocational, and employment opportunities

**CSP County Defined Performance Measures for Economic Stability/Poverty**

1. Number of individuals receiving Emergency Financial Assistance
2. Number of individuals placed in Living Wage employment; receiving training/job development/employment support services which leads to self-sufficiency.
3. Number of individuals receiving access to and support for educational resources (GED testing, college/vocational school scholarships and partnerships)
4. Number of individuals who complete GED requirements; Attainment of credentials in post-



secondary training; Training Completions; Credentials obtained.

5. Number of individuals with improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to re-engage youth and provide job-readiness skills for employment.

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

NFCC will report on the following measures during the grant contract period:

The CSP County Defined Measures will be reported using the following NFCC KPIs:

1. Number of individuals who receive emergency financial assistance for rent, mortgage, and/or utilities during the grant reporting cycle.
2. Number of individuals who participate in career and financial coaching, small group workshops, and other workforce development activities (hiring fairs, employer/professional expert speaking engagements, etc.)
3. Number of individuals enrolled in ESL and GED programs.
4. Number of ESL students progressing to the next proficiency level (e.g., moving from Level 1 to Level 2), including those graduating from the highest level and completing the program (Level 5).
5. Number of students who attain their GED.

The process to collect this information is further explained so that we can provide clear results for our programs.

### **Data Collection Tools and Methods**

Access to NFCC programs starts on our website. All enrollment, appointment making and service usage begins with an individual completing a form on the website, stating the need for assistance. If a family is deemed eligible (primary residence in service area) and dependent on types of assistance requested, NFCC then initiates the process for service delivery. Some programs require more documentation than others, so we are not collecting and storing more information than is completely necessary. All data and relevant documentation are safely sent via DocuSign and securely stored in CRM software available in the cloud to reduce reliance on paper files.

In our Case Management/Financial Assistance program, case managers meet privately with each family to determine recommendations for assistance. All shared information is stored safely in our CRM and the

ability to view files is based on role and client interaction. During the visit, case managers enter all relevant information, such as household members, demographics, type of emergency, recommended assistance, income and financial situation, household budget snapshot and all referrals given to family. Data is a combination of self-reporting, presentation of documentation, and case manager inquiry. NFCC also utilizes HMIS to record data where appropriate for client files.

The Education and Workforce Development programs utilize the same CRM software for secure data storage. NFCC staff enter all data into the student record, including primary residence, demographics, assessment test results and progression monitoring.

Ninety days after each financial assistance appointment, a bilingual Outcomes Analyst contacts each household to assess the effectiveness of the assistance and record other self-sufficiency indicators. At the end of each 4-month ESL session, students complete a survey to assess program efficacy and student achievement. Data collected from these programs are analyzed by our Impact and Outcomes Manager and presented to leadership and the Board to ensure NFCC is meeting goals and delivering effective and quality services that North Fulton families need. Many program improvements have been implemented through this valuable feedback process, including ESL conversation classes, off site ESL classes, additional and increased evening hours, and types of items available through the food pantry. This data also informs strategic planning, new program development, and policy change to maintain accessibility and equity.

## **Major Milestones**

NFCC anticipates the following milestones related to County Defined Performance Measures in the full CY2025:

1. 1,300 Fulton County households (approximately 2,600 individuals) will receive rent, mortgage, or utility assistance to prevent evictions and utility disconnections.
2. 700 Fulton County residents will enroll and participate in the Education program, including ESL, GED, and digital literacy classes.
3. Eighty individuals will participate in Workforce Development programming, including coaching and workshops.
4. Ten students will earn their GED credentials.

## **Supporting Schedule**

### Education and Workforce Development Programs

Because education and workforce journeys are individualized, ESL, GED and workforce participants enter the program at their level and progress at their own pace. Examples of a typical schedule for the program are below:

1. Intake – a prospective student or participant completes an application form, usually found on the website. A file is created for each student to track progress.
2. Pre-assessment and goal setting – ESL and GED students complete a pre-test to determine their starting level. For example, an ESL student could test at a Level 3, which is somewhat proficient, whereas another student could test at a Level 1, which is little to no English proficiency. Testing is done prior to each 4-month session, or three times per year. For GED, students complete an online assessment test to determine which concepts their customized curriculum will cover. For example, if a student tests and passes the geometry component, then their curriculum will not show them lessons on geometry. For Workforce participants, an initial conversation with the Workforce Development Coordinator, performed in person or via phone, will determine what services the participant is looking for, assess their needs to individual or group activities, and what their goals are for the program.
3. Ongoing progression assessment – ESL students are assessed by instructors via oral and written assignments and tests when evaluating the progression of students. Instructors utilize curriculum tests and unit assessments, as well as their own assessment tools such as presentations, writing assignments, observation of in-class activity, and listening activities. GED students are continually assessed through the online curriculum. Tutors support students when required, such as when there is difficulty with a certain topic, or the student has a particular task they are having trouble with. Tutors also assist with test preparation if students request it.
4. Post-assessment – At the end of an ESL session, each student is assessed by the instructor and the next level is recommended for students who have met criteria, e.g., moving from Level 1 to Level 2. Students also complete a survey, in which they assess their instructor and the program. That data informs program improvements. The GED curriculum will recommend a student take one of the four content focused GED tests when they have successfully completed that subject area's material. GED tests can be taken in any order. Once all four tests have been successfully passed, the student has earned their GED credential.
5. Evaluations – NFCC periodically evaluate all program materials, instructors, and policies to ensure programs are effective. These evaluations help program staff hone curriculum, materials, methods, and objectives, if necessary.

#### Case Management/Financial Assistance Program

In 2024, we rolled out our latest technology enhancement which provides real time appointments with those case managers based on a digital schedule. Once eligibility has been determined and documentation and been provided, an email/link is forwarded to clients to schedule an appointment at their convenience with one of our bilingual case managers. This process of eligibility and documentation usually takes

about 1-2 weeks. Ninety (90) days after each financial assistance appointment, the Outcomes Analyst contacts each family served and an assessment is conducted on the efficacy of the assistance, and current stability of the family. In the past six months, 71% of households contacted reported not being at risk of homelessness.

## **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 **July 18, 2025 for the period January 1, 2025-June 30, 2025; and January 16, 2026 for the period July 1, 2025-December 31, 2025.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Department of Community Development**  
**c/o: Youth and Community Services Division**  
**[hsd.grants@fultoncountyga.gov](mailto:hsd.grants@fultoncountyga.gov)**  
**137 Peachtree Street, SW**  
**Atlanta, Georgia 30303**

To Contractor:

**North Fulton Community Charities, Inc.**  
**11270 Elkins Rd**  
**Roswell, Georgia 30076**

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

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

necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

### **ARTICLE VIII - INSURANCE**

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

### **ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT**

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County's and Contractor's duly authorized representatives.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

### **ARTICLE X - SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Fulton County.

### **ARTICLE XI - ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of Fulton County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at the County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements

and obligations contained herein.

## **ARTICLE XII - SEVERABILITY OF TERMS**

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

## **ARTICLE XIII – PRECEDENCE OF AGREEMENT**

In the event that any language in the Department of Community Development's Community Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

## **ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words "shall not discriminate" shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

#### **ARTICLE XV - CAPTIONS**

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

#### **ARTICLE XVI - GOVERNING LAW**

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

#### **ARTICLE XVII - JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

#25RFP020325C-MH  
2025 Community Services Program

Purchasing Forms &amp; Instructions

## STATE OF GEORGIA

## COUNTY OF FULTON

## FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor (Agency)]** NORTH FULTON COMMUNITY CHARITIES INC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

97478

EEV/Basic Pilot Program\* User Identification Number

NORTH FULTON COMMUNITY CHARITIES INC

Name of Contractor (Agency)



BY: Authorized Signature of Officer or Agent of Contractor

EXECUTIVE DIRECTOR/PRESIDENT

Title of Authorized Officer or Agent of Contractor of Contractor

SANDRA HOLIDAY

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 27 day of FEBRUARY, 2025.Notary Public: Michelle Boyle BurtonCounty: Fulton, GeorgiaCommission Expires: 10-9-2026

Michelle Boyle Burton  
NOTARY PUBLIC  
Fulton County, Georgia  
My Commission Expires October 9, 2026

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

#25RFP020325C-MH  
2025 Community Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**


By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor (Agency)]** NORTH FULTON COMMUNITY CHARITIES INC on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

**97478**

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

**NOT APPLICABLE/NONE**

Name of Subcontractor (Individual/Agency)



BY: Authorized Signature Officer or Agent of Subcontractor

**EXECUTIVE DIRECTOR/PRESIDENT**

Title of Authorized Officer or Agent of Subcontractor

**SANDRA HOLIDAY**

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this **27** day of **FEBRUARY**, 20**25**

Notary Public: \_\_\_\_\_

County: **FULTON**

Commission Expires: \_\_\_\_\_

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2025

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

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

<b>PRODUCER</b> Hilb Group Operating Company 11175 Cicero Drive Suite 575 Alpharetta GA 30022	<b>CONTACT NAME:</b> Eric Whitt <b>PHONE (A/C, No, Ext):</b> (678) 297-7977 <b>FAX (A/C, No):</b> (678) 297-9575 <b>E-MAIL ADDRESS:</b> ewhitt@hilbgroup.com														
<b>INSURED</b> North Fulton Community Charities, Inc. 11270 Elkins Road Roswell GA 30076	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> GuideOne Elite Insurance Co</td> <td>42803</td> </tr> <tr> <td><b>INSURER B:</b> GuideOne Insurance Company</td> <td>15032</td> </tr> <tr> <td><b>INSURER C:</b> Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td><b>INSURER D:</b> Travelers Casualty &amp; Surety Co of America</td> <td>31194</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> GuideOne Elite Insurance Co	42803	<b>INSURER B:</b> GuideOne Insurance Company	15032	<b>INSURER C:</b> Insurance Company of the West	27847	<b>INSURER D:</b> Travelers Casualty & Surety Co of America	31194	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:** 7/1/24-25 MASTER**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y		010047309	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Sexual Conduct						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Physical Abuse Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						Abuse & Molestation \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b>	Y		010047310	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
						Medical payments \$ 5,000	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			010047311	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 2,500						
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		WGA 5078640 00	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	<b>CRIME/EMPLOYEE DISHONESTY</b>			107416029	02/01/2024	07/01/2025	EMPLOYEE THEFT \$1,000,000

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

Fulton County Government is additional insured when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government 141 Pryor Street SW Atlanta GA 30303-3408	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p>
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AGENCY CUSTOMER ID: 01507008

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY Hilb Group Operating Company		NAMED INSURED North Fulton Community Charities
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

The aforementioned entities are included as additional insured for GENERAL LIABILITY AND AUTO LIABILITY when required in a written contract or Agreement per BLANKET FORMS.

Coverage is provided on a primary, non-contributory basis per form and includes products, completed operations per form.

Umbrella is following form.

**\*\*INFORMATION PROVIDED ON A CERTIFICATE OF INSURANCE IS REGULATED BY THE GEORGIA DEPARTMENT OF INSURANCE. FOR INFORMATION REGARDING FURTHER REQUESTS FOR CHANGES TO THIS CERTIFICATE OF INSURANCE, PLEASE REFER TO THE FOLLOWING GEORGIA DEPARTMENT OF INSURANCE WEBSITE FOR GOVERNING RULES:**

<https://www.oci.ga.gov/agents/certificatesofinsurance.aspx>

FAILURE TO COMPLY WITH REGULATIONS COULD RESULT IN FINES UP TO \$5,000 PER VIOLATION.



# NONPROFIT AND HUMAN SERVICES GENERAL LIABILITY ENDORSEMENT

**THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended as follows:

1. Exclusion **a. Expected or Intended Injury** is deleted and replaced with:
  - a. "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.
2. Paragraph **(2)** under Exclusion **g. Aircraft, Auto or Watercraft** is deleted and replaced with:
 

**(2)** A watercraft that you do not own that is not being used to carry persons or property for a charge. This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to any insured whether primary, excess, or contingent.
3. Paragraph **(1)** under Exclusion **j. Damage To Property** is deleted and replaced with:
 

**(1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your "client", in such case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a \$50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set for this in **Section III – Limits of Insurance** and will be included within and not in addition to the Each Occurrence Limit. Any and all damages paid under the terms and condition of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, and as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit. As used in this coverage extension, "client" means a person under your direct care and supervision, for whom you are providing goods or services.
4. The following is added to Paragraph **(2)** under Exclusion **b. Contractual Liability**:
 

We agree to indemnify the Named Insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their "client", up to \$50,000 per "occurrence". This limit of insurance is the only limit of insurance for your liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of your "client" whether or not such contract qualifies as an "insured contract". This limit will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and is included within and not in addition to the Each Occurrence Limit. This coverage extension only applies to rental lease agreements. This coverage is excess over any liability insurance available to the "client", including but not limited to renter's insurance of the "client".

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

As used in this coverage extension, "client" means a person under your direct care and supervision, for whom you are providing goods or services.

5. The following is added to Exclusion **n. Recall Of Products, Work Or Impaired Property**:

This exclusion does not apply to the reimbursement of "product recall expenses" as provided under Paragraph 3. of **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**.

6. The last Paragraph of Subsection **2. Exclusions** is deleted and replaced with:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke 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**.

**B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is amended as follows:

1. The following is added to Exclusion **j. Insureds In Media And Internet Type Businesses**:

This exclusion does not apply to publishing, broadcasting or telecasting that is incidental to your business.

**C. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS** is amended as follows:

1. Subsection **1. Insuring Agreement**, Paragraph **a.(3)(b)** is deleted and replaced with:

**(b)** The expenses are incurred and reported to us within three years of the date of the accident; and

2. Subsection **2. Exclusions**, is amended as follows:

**a.** Exclusion **a. Any Insured** is deleted and replaced with:

**a. Any Insured**

To any insured, except "volunteer workers" or an insured as provided in **e. Athletic Activities** below.

**b.** Exclusion **e. Athletics Activities** is deleted and replaced with:

**e. Athletics Activities**

To a person injured while practicing or participating in any physical exercises or games, sports or athletic contests. This exclusion shall not apply to an insured while providing instruction with respect to any of the activities otherwise excluded by this provision.

**c.** Exclusion **f. Products-Completed Operations Hazard** is deleted and replaced with:

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "bodily injury" arising out of "your products":

**(1)** Sold for use or consumption on your premises; or

**(2)** In connection with the conduct of your operations by you or on your behalf, if the "bodily injury" occurs after you have relinquished possession of "your products".

This exclusion exception does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

**D. SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

**1. 1. b.** is deleted and replaced with:

- b.** Up to \$5,000 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.

**2. 1. d.** is deleted and replaced with:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**3. 1. h.** is added:

- h.** Up to \$1,000 for "property damage" to personal property of others while in the temporary care, custody or control of an insured and caused by any person participating in your organized activities. For purposes of this supplementary payment, "property damage" does not include disappearance, wrongful abstraction or loss of use. This Supplementary Payment shall only be paid on or for the account of the owner and only when other coverage or insurance is unavailable.

**4. 1. i.** is added:

- i.** The cost to replace keys and locks at the "client's" premises due to loss to keys entrusted to you by your "client", up to a \$10,000 limit per occurrence and \$10,000 policy aggregate. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or anyone to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons. The following terms, when used in this Supplementary Payment, are defined as follows:

**(1)** "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

**(2)** "Employee" means:

**(a)** Any natural person:

- (i)** While in your service or for 30 days after termination of service;
- (ii)** Who you compensate directly by salary, wages or commissions; and
- (iii)** Who you have the right to direct and control while performing services for you; or

**(b)** Any natural person who is furnished temporarily to you:

- (i)** To substitute for a permanent "employee" as defined in Paragraph **(a)** above, who is on leave; or
- (ii)** To meet seasonal or short-term workload conditions while that person is subject to your direction and control and performing services for you.

"Employee" does not mean:

**(c)** Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

**(d)** Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

(3) "Manager" means a person serving in a directorial capacity for a limited liability company.

5. Paragraph 3. is added.

3. We will reimburse you for "product recall expenses" that you incur because of a "product recall" of "your product" that is first initiated during the policy period stated in the Declarations. The most we will reimburse you for the sum of all "product recall expenses" incurred for all "product recalls" initiated during the policy period is \$50,000.

A complete accounting of "product recall expenses" must be provided upon our request, including receipts for all expenses that you incur. We will reimburse "product recall expenses" only if the expenses are incurred and reported to us within one year of the date the "product recall" was initiated.

Our obligation under this additional supplementary payment shall only apply if the "product recall expenses" are initiated in the "coverage territory" during the policy period because:

- a. You determine that the "product recall" is necessary; or
- b. An authorized government entity has ordered you to conduct a "product recall".

However, this additional supplementary payment does not apply to "product recall expenses" arising out of the product expiration or shelf life, a defect known by you prior to the time "your product" leaves your control or possession, or the defense of a claim or "suit" against you for liability arising out of a "product recall".

This payment will not reduce the limits of insurance.

## E. Additional Exclusions

The following exclusions are added to Subsection 2. **Exclusions** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions** under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING**

**INJURY LIABILITY** and Subsection 2. **Exclusions** under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**:

This insurance does not apply to:

### 1. Special Events Or Fundraising Events

"Bodily injury", "property damage" or "personal or advertising injury" arising directly or indirectly out of fundraising events or activities or "special events" or activities:

- a. Authorized and conducted by any insured;
- b. Authorized by you and conducted on your behalf by others, including but not limited to an "employee", "temporary worker", "volunteer worker", member, trustee, director, licensee, subcontractor, independent contractor, or vendor.
- c. Not authorized by you and conducted on your behalf by others, including but not limited to an "employee", "temporary worker", "volunteer worker", member, trustee, director, licensee, subcontractor, independent contractor, or vendor.

We have no obligation to defend, pay on behalf of, indemnity or incur any cost or expenses for any insured or any other person or organization seeking coverage under this insurance for that portion of any claim arising out of any fundraising event or activity or "special event" or activity.

This exclusion does not apply to any fundraising event or activity or "special event" or activity for which coverage is provided by an attached endorsement.

### 2. Medical Or Healthcare Services

Any claim or "suit" arising out of the rendering of or failure to render "medical or healthcare services".

### 3. Medically Derived Injury

Any claim or "suit" arising out of a "medically derived injury"

### 4. Violation Of Any Statute Or Regulation

Any liability arising out of the willful or intentional violation of any statute or regulation including but not limited to the fines and penalties assessed by a court or regulatory authority.

### 5. Misconduct, Molestation Or Harassment

Any "bodily injury", "personal and advertising injury", mental or emotional pain or anguish, or any defamation or slander, sustained by any person arising out of or resulting from any actual or alleged act of "abuse", "sexual misconduct or sexual molestation" or "sexual harassment" of any kind. We have no right or duty to investigate, settle, defend or pay any claim or "suit" asserting any act of "abuse", "sexual misconduct or sexual molestation", "sexual harassment" or any breach of duty contributing to or arising from such act.

### 6. Professional Services

Any liability arising out of any act or omission in the providing of or failure to provide "professional services".

### 7. Statutory Enforcement

Any liability or responsibility to meet the requirements or standards of care enforced by any department of human services, department of elder care or similar regulatory body, regardless of the law or statutory basis of such enforcement.

### 8. Guaranteeing Results

Including but not limited to any contract or agreement guaranteeing the results of any "professional services" or any type or form of counseling or any type or form of medical, dental, physiological, psychological, addiction, behavioral, chiropractic, holistic, or any other similar treatment.

### 9. Abuse

Any claim or "suit" arising out of "abuse".

## F. SECTION II – WHO IS AN INSURED is amended as follows:

### 1. Paragraph 3. is amended as follows:

#### a. Paragraph 3.a. is replaced with:

- a. Coverage under this provision is afforded only until the end of the policy period during which you acquired or formed the organization.

#### b. Paragraph 3.d. is added:

- d. Coverage under this provision is afforded only when the newly acquired or formed organization operates or conducts the same or similar business as you.

### 2. The following is also an insured:

Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage whether through ownership of voting securities, by contract, or otherwise, on the effective date of this policy. However, coverage does not apply to any organization or subsidiary not named in the Declarations as a Named Insured, if they are also insured under another similar policy, or would have been insured but for such policy's termination or the exhaustion of its limits of insurance.



3. Each of the following is also an additional insured when you have agreed, in a written contract, that such person or organization be added as an additional insured on your policy, provided the written contract is initiated prior to an "occurrence" resulting in damages:

**a. Engineers, Architects Or Surveyors**

Any architect, engineer or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises or in the performance of your ongoing operations.

However, the insurance provided to such additional insured engineers, architects, or surveyors does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**b. Owners Of Leased Land**

Any person or organization from whom you lease land but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

However, the insurance afforded to these additional insured owners of leased land does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

**c. State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**d. Contractual Obligations**

Any person or organization where required by a written contract executed prior to the "occurrence". Such person or organization is an additional insured for "bodily injury", "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured.

**e. Manager Or Lessor Of Premises**

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

**f. Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You**

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds:

- (1) A person's or organization's status as an additional insured ends when their contract or agreement with you for such leased equipment ends; and
- (2) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**g. Vendors**

Any person or organization but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business .

The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs (4) or (6); or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **h. Funding Source**

Any person or organization with respect to their liability arising out of:

(1) Their financial control of you, or

(2) Premises they own, maintain or control while you lease or occupy those premises. This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to lease or occupy those premises; or

(b) Structural alterations, new construction and demolition operations performed by or for that person or organization.

#### **i. State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision but only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures;

(2) The construction, erection, or removal of elevators; or

(3) The ownership, maintenance, or use of any elevators covered by this insurance.

However,

(1) A person or organization is an additional insured under this provision only for that period of time required by the written contract;

(2) No such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and attached to the Commercial General Liability Coverage Form;

(3) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(4) The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.



**j. Medical Directors and Administrators**

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

**k. Home Care Providers**

At the first Named Insured's option, any person or organization under your direct supervision and control while providing on your behalf private home respite or foster home care for the developmentally disabled. Such duties do not include the furnishing or failure to furnish "professional services" or "medical or healthcare services" in the treatment of a patient.

4. With respect to the insurance afforded to these additional insureds, identified in Paragraph **F.3.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the lesser of:

- a. The limit of insurance required by the contract or agreement; or
- b. The amount of coverage available under the applicable Limits of Insurance shown in the Declarations;

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

**G. SECTION III - LIMITS OF INSURANCE** is amended as follows:

1. Paragraph **1.** is deleted and replaced with:

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought;
  - c. Persons or organizations making claims or bringing "suits" or
  - d. Policies involved.

2. Paragraph **6.** is deleted and replaced with:

- 6. Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to or temporarily occupied by you with permission of the owner, is the higher of \$1,000,000 or the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

However, if damage by fire to premises rented to you is not otherwise excluded, the word fire in the above paragraph is replaced with fire, lightning, explosion, smoke or sprinkler leakage.

3. The following is added to **SECTION III – LIMITS OF INSURANCE**:

- a. If two or more policies or Coverages issued by us apply to the same insured and these policies or Coverages also apply to the same claim or "suit" the maximum amount we will pay as damages under all of the policies or Coverages will not exceed the highest applicable Limit of Insurance that applies to any one of the policies or Coverages.

This condition does not apply to any insurance that was purchased specifically to apply in excess of the applicable Limits of Insurance shown in the Declarations.

**H. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, Subsection **(1)(a)(ii)** is replaced with the following if damage to premises rented to you is not otherwise excluded:
  - ii. That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.
2. Subsection **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include:
 

However, the insured may waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.
3. The following condition is added:

**10. Liberalization**

If we revise this NONPROFIT AND HUMAN SERVICES GENERAL LIABILITY ENDORSEMENT to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. The following condition is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) This insurance is required by a written and executed contract to be primary and not to seek contribution from any other insurance available to the additional insured, but only as it pertains to such written contract; and
- (3) The loss to be covered occurs on or after the effective date of the written contract.

**I. SECTION V – DEFINITIONS** is amended as follows:

1. Subsection **3. "Bodily injury"** is deleted and replaced with the following:
  3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death of a person 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.
2. Subsection **4. "Coverage territory"** is deleted and replaced by the following:
  4. "Coverage territory" means anywhere in the world provided that the claim is made, and any "suit" that may arise therefrom is filed, within the United States of America (including its territories and possessions), Puerto Rico or Canada, unless further restricted by endorsement.
3. Paragraph **9. "Insured Contract"** subsection **a.** is replaced by 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, smoke or sprinkler leakage to premises while retained to you or temporarily occupied by you with permission of the owners is not an "insured contract".

**4. Paragraph 14. "Personal and Advertising Injury" is amended as follows:**

- a.** Subsection **b.** is deleted and replaced with the following:
  - b.** Malicious prosecution or abuse of process;
- b.** Subsection **h.** is added.
  - h.** "Personal and advertising injury" also means injury, including consequential "bodily injury", arising out of discrimination based on race, color, religion, sex, age or national origin, except when:
    - (1)** Done intentionally by or at the direction of, or with the knowledge or consent of:
      - (a)** Any insured; or
      - (b)** Any executive officer, director, stockholder, partner or member of the insured; or
    - (2)** Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or
    - (3)** Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
    - (4)** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

This coverage does not apply to fines or penalties imposed because of discrimination.

**5. For the purpose of this endorsement, the following definitions are added to Section V:**

- a.** "Abuse" means any actual, threatened, or alleged act, error, omission, conduct or misconduct that a claim or "suit" alleges:
  - (1)** To be, or to constitute, any form of "abuse" (including but not limited to elder "abuse", child "abuse", patient "abuse" or "abuse" of a dependent person) under any applicable state or federal statute; and
  - (2)** Any non-sexual assault, non-sexual battery, or non-sexual "abuse" directed at a person; and

Conduct or misconduct described above constitutes "abuse" regardless of whether or not it is alleged to be negligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

However, "abuse" does not include employment-related "sexual harassment".

- b.** "Foster care services" means the provisions of personal care or training to a "foster child" including but is not limited to activities of any insured or of any "temporary worker", licensee, subcontractor, independent contractor, vendor or others in investigation, evaluation, counseling, treatment, training, material aid, supervision or monitoring of individuals or families, with respect to placement of a "foster child" as required by any Federal, State, or local code, regulation or ordinance.
- c.** "Foster child" means a child whose care and upbringing are entrusted to an adult other than the child's natural or adoptive parents.
- d.** "Medical or healthcare services" means any type of treatment or services provided for physical, mental, veterinary or dental care, including but not limited to:
  - (1)** Any type or form of psychiatric counseling;

- (2)** Any type or form of medical, dental, physiological, psychological, addiction, behavioral, chiropractic, holistic, hospice, veterinary or any other similar treatment; or
  - (3)** The operation of a hospital, clinic open to the general public, or other medical facility or laboratory; or
  - (4)** The providing, prescription, dispensing, or using of drugs or medical appliances or devices.
- e.** "Medically derived injury" means a physical, pathologic or psychiatric trauma resulting from "medical or healthcare services" provided by a "medical professional", including death resulting therefrom, to your care recipient. "Medically derived injury" includes an aggravation of a preexisting disease or mental disorder. "Medically derived injury" does not include "property damage", "personal and advertising injury", or any injury arising from "abuse", "sexual misconduct or sexual molestation" or "sexual harassment".
  - f.** "Medical professional" means an anesthesiologist, chiropodist, chiropractor, dentist, medical technician, midwife, nurse anesthetist, nurse, optometrist, pharmacist, physician, podiatrist, psychiatrist, psychologist, surgeon, veterinarian, x-ray therapist, or any other individual who provides preventative, curative, or rehabilitative health care services, and is licensed where required by law.
  - g.** "Product recall" means the recall or withdrawal of "your product" from the market or from use by any other person or organization because of a known or suspected defect in "your product" which has or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".
  - h.** "Product recall expenses" mean those reasonable and necessary expenses paid and directly related to a "product recall".
  - i.** "Professional services" means any service that:
    - (1)** Involves specialized education, knowledge, labor, judgment, and skill, and is predominantly mental or intellectual (as opposed to physical or manual) in nature; and
    - (2)** Is provided as part of the Named Insured's operations as a nonprofit or human services organization; and
    - (3)** Subject to Paragraphs **a.** and **b.** above, "professional services" includes but is not limited to the following:
      - (a)** Advice, guidance, or assistance;
      - (b)** Counseling;
      - (c)** "Social work";
      - (d)** Therapy;
      - (e)** Daycare;
      - (f)** "Foster care services"; and
      - (g)** Job training, job placement, job referral, or vocational services.

However, "professional services" does not include any of the following: "medical or healthcare services" or any person or organization acting in the capacity of a "medical professional", accountant, attorney, architect, engineer, real estate manager, immigration counselor, or investment manager.

- j.** "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature when such conduct:
  - (1)** Is linked implicitly or explicitly with a decision affecting a term or condition of any individual's employment;

- (2) Interferes with any individual's job performance;
  - (3) Creates an intimidating, hostile or offensive working environment for any individual; or
  - (4) Arises out of or is related to an unlawful employment practice as codified at 42 U.S.C. § 2000e, et seq., or any similar state, municipal or local code, regulation or ordinance.
- k. "Sexual misconduct or sexual molestation" means any activity which is sexual in nature (whether permitted or not permitted); and includes, but is not limited to: sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, unauthorized touching, or the photographic, video or other reproduction of sexual activity.

However, "sexual misconduct or sexual molestation" does not include employment-related "sexual harassment".
- l. "Social work" means any activities or methods of any insured or your "employees", agents, representatives, "volunteer workers", "temporary workers", licensees, subcontractors, independent contractors, vendors or others providing social services, including but not limited to:
  - (1) Investigation, treatment, or material aid for the economically, physically, mentally, or socially disadvantaged, or anyone else; and
  - (2) Activities such as child welfare, community physical or mental health, adoption services, personal counseling services, recreational activities, temporary housing or shelters or other similar activities.
- m. "Special Event" means a sporting, cultural, business or other type of unique activity, in a certain place occurring during a limited or fixed interval of time (one-time, annual) and presented to a live audience brought together to watch or to participate. "Special events" include, but are not limited to, street fairs, music festivals, revenue generating or public relations activities, regardless of the location or relationship to the operations of any insured.

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME North Fulton Community Charities, Inc.

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

DocuSigned by: Name of Signatory: Sandra Holiday  
Sandra Holiday  
8A96616C6AD44A0...  
President  
Authorized Signature

ATTEST:

ATTEST:

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

Signed by: Name of 2nd Signatory: John Doolen  
John Doolen  
5E2F100B3B2A4C6...  
Vice President, Finance  
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

Signed by:  
David Lowman  
0EC92EDADEFB4B8...  
Office of the County Attorney

APPROVED AS TO CONTENT:

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

Please select RM or 2ND RM from the checkbox

RM

X 2ND RM

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



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 25RFP020325C-MH**

**2025 COMMUNITY SERVICES PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**



Certificate Of Completion

Envelope Id: E295FAB3-7FCF-461D-9957-06EB0B9BDC01		Status: Completed
Subject: Please DocuSign: 2025 CSP Contract-North Fulton Community Charities, Inc.-BOC Agenda#25-0398		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 43	Signatures: 6	Envelope Originator:
Certificate Pages: 7	Initials: 0	Cherie Williams
AutoNav: Enabled	Stamps: 1	141 Pryor Street
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		Cherie.Williams@fultoncountyga.gov
		IP Address: 172.58.1.141

Record Tracking


Status: Original	Holder: Cherie Williams	Location: DocuSign
6/18/2025 3:54:57 PM	Cherie.Williams@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
Sandra Holiday sholiday@nfcchelp.org Executive Director Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  8A96616C6AD44A0...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 24.125.175.219</div>	Sent: 6/18/2025 11:36:08 PM Viewed: 6/20/2025 11:37:51 AM Signed: 6/20/2025 12:05:04 PM

Electronic Record and Signature Disclosure:

Accepted: 6/8/2023 2:57:19 PM  
ID: cb369daf-b18e-4dba-88f5-95f985646ca1

John Doolen jdoolen@nfcchelp.org Security Level: Email, Account Authentication (None)	<div>Signed by:  5E2E100B3B2A4C6...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 47.46.166.18</div>	Sent: 6/20/2025 12:05:08 PM Viewed: 6/20/2025 12:06:17 PM Signed: 6/20/2025 12:07:01 PM
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Electronic Record and Signature Disclosure:

Accepted: 6/20/2025 12:06:17 PM  
ID: 8b78e88d-410d-4787-852d-12806ac1415e

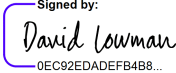
Mark Hawks2 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None)	<div>Completed</div> <div>Using IP Address: 45.20.200.178</div>	Sent: 6/20/2025 12:07:05 PM Viewed: 6/20/2025 12:21:32 PM Signed: 6/20/2025 12:21:51 PM
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Electronic Record and Signature Disclosure:

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Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  5E4D76DFB4A0450...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 75.43.132.102</div>	Sent: 6/20/2025 12:21:55 PM Viewed: 6/20/2025 12:55:12 PM Signed: 6/20/2025 12:55:18 PM
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Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 2601:cd:cc80:7e10:c60:639d:eb4:8202	Sent: 6/20/2025 12:55:23 PM Viewed: 6/20/2025 3:46:06 PM Signed: 6/20/2025 3:47:18 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/20/2025 3:46:06 PM ID: 2248917b-b3c7-464b-881b-9ddcb68821f		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Signed by:  <small>0EC92EDADEFB4B8...</small>  Signature Adoption: Pre-selected Style Using IP Address: 24.99.192.18	Sent: 6/20/2025 3:47:24 PM Viewed: 6/20/2025 4:02:54 PM Signed: 6/20/2025 4:04:10 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/20/2025 4:02:54 PM ID: 2bb750b2-ccdc-4f3d-b60a-4951956d6f4a		
Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 66.56.23.82	Sent: 6/20/2025 4:04:14 PM Resent: 6/23/2025 9:09:33 AM Resent: 6/24/2025 9:41:43 AM Resent: 6/25/2025 1:03:21 PM Viewed: 6/27/2025 3:20:43 PM Signed: 6/27/2025 3:21:03 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts michael.oconnor@fultoncountyga.gov Fulton County Security Level: Email, Account Authentication (None)	DocuSigned by:  <small>BA715B1A26544E7...</small>  Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 6/27/2025 3:21:09 PM Resent: 6/30/2025 11:57:57 AM Viewed: 6/30/2025 12:10:05 PM Signed: 6/30/2025 12:10:11 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Tonya Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)	Signed by:  <small>EEC476C4837648D...</small>    Signature Adoption: Uploaded Signature Image Using IP Address: 99.96.24.191	Sent: 6/30/2025 12:10:16 PM Viewed: 7/1/2025 9:49:24 AM Signed: 7/1/2025 9:49:37 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		

Signer Events	Signature	Timestamp
Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 45.20.200.178	Sent: 7/1/2025 9:49:43 AM Resent: 7/3/2025 10:42:57 AM Viewed: 7/9/2025 10:24:25 AM Signed: 7/9/2025 10:24:30 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Atif Henderson Atif.Henderson@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 6/18/2025 11:36:07 PM
Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 6/18/2025 11:36:07 PM Resent: 7/9/2025 10:24:44 AM
Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 6/18/2025 11:36:08 PM Viewed: 7/9/2025 10:44:43 AM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/9/2025 10:24:36 AM Viewed: 7/10/2025 11:46:40 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2025 11:36:07 PM
Certified Delivered	Security Checked	7/9/2025 10:24:25 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/9/2025 10:24:30 AM
Completed	Security Checked	7/9/2025 10:24:36 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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