

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH 2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this **1st day of January 2024**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as "Fulton County" or "County"), a political subdivision of the State of Georgia, acting by and through its Community Development Department's Youth and Community Services Division ("YCS"), and **Family Support Circle**, **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 17, 2024, BOC#24-0350.

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

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ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by

Fulton County to render the services as hereinafter defined and required; to perform such services

in a manner and to the extent required by the parties herein; and as may be hereafter amended or

extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized

representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter

into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton

County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from 01/01/2024, until midnight 12/31/2024.

(e) Fulton County shall have the right to suspend immediately Contractor's performance

hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of

Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

County:

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Children and Youth Services

CCSP Funding Priority(ies):

Children and Youth: Ensure Safety and Justice by providing alternatives to

activities/contributing factors leading to unhealthy behaviors...,In school Afterschool Out of

School Programs to help bring up academic...,Programs addressing mental health depression

stress trauma and anxiety among youth and teens

Disabilities: Not Applicable

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Economic Stability: Improved access to economic opportunities programs/resources focused on foundational education...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Family Support Circle, Inc., Youth Excellence Program will provide services at the following locations at specified times during the contract period of 01/01/2024 through 12/31/2024:

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

Name of Program Site	Program Location (complete physical address)	Program City	Program State	_	Fulton County District of the program (Facility) location	District(s) of Fulton County Residents Served by the program (facility) location
First Apostolic Church International	3557 Main St	College Park	GA	30337	5	5

Approach and Design:

Family Support Circle, Inc., Youth Excellence Program will provide services to **125** clients that reside in Fulton County, with CCSP funding.

Family Support Circle, Inc., will provide the following activities and services in Fulton County with CCSP funding:

Family Support Circle's (FSC) Youth Excellence Program (YEP) provides the educational services that students need at a low-to-no cost in an accessible location, ensuring low-barrier access to quality out-of-school-time programming. FSC partners with parents, teachers, administrators, and other community-based organizations to provide a safe and comprehensive enrichment experience to provide students with the skills and knowledge necessary to achieve academic and personal success. The program focuses on literacy, language arts, mathematics, technology, homework assistance, music, dance, art, youth development, sexual risk avoidance, family involvement activities, and character education. With support from the Livingston Foundation, Family Support Circle can strengthen its efforts to educate underserved populations and provide them with resources to build a brighter future.

YEP involves a variety of academic sessions and activities that include reading, language arts, STEM, and mathematics, along with homework assistance and enrichment activities related to technology, dance, art, music, nutrition, physical education, chess, and character education. The program exposes students to skills and knowledge that they would not otherwise have access to in their everyday lives or regular school curricula. Students are engaged in educational activities while receiving a platform to have a meaningful and constructive dialogue with peers.

In its new site location, the YEP program will serve over 32 Fulton County students in elementary, middle, and high school. The full-year program will be 48 weeks during the 2024 grant year, starting in January 2024 and ending in December 2024. The afterschool program operates Monday through Friday from 2:30 to 7:00 PM, providing a safe and supportive space for students to spend their afterschool hours. The organization also offers a six-week summer camp session that runs full days during the weekdays, providing families with a high quality program to enroll their children in the summer months.

YEP works to support students and their personal character development, ultimately decreasing their likelihood of engaging in harmful and risky behaviors. Afterschool programming has been proven to help students increase their overall academic performance, create long-lasting positive peer relationships, and introduce skills and techniques to foster healthy information retention.

One of the many services provided by FSC's YEP includes Botvin LifeSkills Training. This training enhances the child's self-esteem, develops problem-solving abilities, reduces stress and anxiety, and manages anger. It will be used for alcohol, tobacco, and other drug prevention. Botvin LifeSkills Training (LST) is a research-validated substance abuse prevention program proven to decrease the risks of alcohol, tobacco, drug abuse, and violence by targeting the major social and psychological aspects that promote the ignition of substance use and other risky behaviors. It teaches defenses against pressures to use tobacco, alcohol, and additional drugs. The character education program is designed to improve students' behavior and minimize aggression.

An additional service offered through the program includes All Star, used for character education. All Stars is designed to promote positive character traits to establish positive social behavior norms, encourage bonding with positive, supportive social institutions, and foster positive parental attentiveness. Additionally, the program will use GA College 411 as the college preparatory curriculum. For community service, the students will volunteer for organizations, visit retirement homes, and spend time doing fun activities with the elderly who lack immediate family. The afterschool program will employ a full-time clinical professional who will provide counseling services to the youth and families. Parents will also be able to seek out this service themselves. The clinical professional

and parents will work in partnership to identify important goals for the parents and build on the strengths of the family.

The program will provide case management services to youth and families. In working with a case manager, FSC will provide aid with mental health challenges. To assist students who are dealing with and who may have family members in the home dealing with this disease, FSC partners with the state agency, The Georgia Department of Behavioral Health and Developmental Disabilities. These agencies provide treatment and support services to people with mental health challenges and substance use disorders and assist individuals who live with intellectual and developmental disabilities.

FSC has created various ways to engage high school students by creating programs that specifically meet their needs. FSC created the Scholarship Center, a free service offered after school led by a volunteer board member, tailored for students from 9th to 12th grades. Participants build a scholarship portfolio to acquire valuable skills and tools that reduce debts and financial burdens after graduation. When students are preparing for success upon graduation, it increases their chance of earning a high school diploma. As a result of the Scholarship Center, students have been able to navigate through hundreds of local, state, and regional funding opportunities and obtain critical information to apply for colleges with the help and guidance of their FSC mentors.

The afterschool program receives assistance with food from federal feeding reimbursement programs. In partnership with Atlanta Community Food Bank, the afterschool program will provide daily nutritional snacks and meals to program participants that adhere to USDA nutritional snack guidelines. FSC has a Food Pantry to supply healthy snacks and meals to youth on site. FSC collaborates with Open Hand Atlanta for Cooking Matters classes to teach students how to prepare nutritious meals for themselves and their families. Educating the youth on healthy meals and providing a solution and outreach for their homes creates a productive environment.

The program staff will also assist parents without a high school diploma in finding a local GED program to promote economic stability. Students and parents will be asked to comment on the program's effectiveness and satisfaction through quarterly questionnaires. The program staff will take the participants on exciting field trips. Field trips will include community experiences to museums, nature walks, and other events and activities. The last Thursday of each month will be a family event. Family events' goal is to encourage parent/caregiver involvement in the afterschool program, bringing families together, highlighting students' work, and providing helpful tools and tips for families to support students' reading and writing needs. The program can offer English classes to parents, if necessary.

The program's parents and youth will complete an intake form and questionnaire. The form and questionnaire capture new participants' demographic and contact information and can be easily completed by each participant upon enrolling in the program. The FSC Outreach Coordinator will interview the parents and youth to determine eligibility for the program. The interview will evaluate their perspective on children and youth services and youth development programs and policies, and staff.

FSC's YEP teaches students how to identify changes necessary for improving economic stability in their community. Fewer residents live in poverty, and more residents are self-sufficient, acquiring skills to prepare for college in order to make a living, reducing the chances of living in poverty. FSC's program reduces lectures and worksheets and creates opportunities for hands-on activities and projects. FSC staff is their constant cheerleader encouraging them with words of positivity. Building a healthy relationship with the student and guardian to

improve family situations can promote student attendance. FSC also provides incentives for good attendance and collaborates with educators and caseworkers to keep participants on track.

Designation of CSP Funds:

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

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

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

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

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

Cost Category	Designation of CCSP Funding Award			
Administrative (5% Admin max of funds awarded.)	\$2,000.00			
Operational	\$7,100.00			
Direct Services	\$15,900.00			
Total	\$25,000.00			

Explanation of Funding Details:

Administrative - \$2,000

<u>Operational – \$7,100</u>

Program supplies (\$500); Printing (\$600); Occupancy (\$6,000)

<u>Direct Services - \$15,900</u>

Teachers (\$10,000); Assistant Teachers (\$4,900); and Program Materials (\$1,000)

Totals \$25,000

Program Performance Measures:

Family Support Circle, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Number of Elementary and middle schools' students meeting target reading level, Number of families attending support sessions and family engagement opportunities, Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs..., Number of youth involved with or at risk for involvement with the Juvenile Justice System...

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

The following program measures/ Key Performance Indicators ("KPI's") will be utilized to track and report program outcomes for the Fulton County residents supported with CSP funding, during the funding period 01/01/2024 through 12/31/2024:

The objectives of the Youth Excellence Program include:

- 1.) To provide a safe and positive environment for youths to engage and learn. The participants come from communities that are considered at-risk, where the afterschool hours present opportunities for students to engage in potentially harmful behaviors and activities.
- 2.) To increase overall academic comprehension. The Youth Excellence Program will help fill the educational opportunity gap and increase student letter grades, ultimately promoting high graduation rates in underserved communities.
- 3.) To promote the importance of personal responsibility with the program participants. The program aims to build character and set participants up for future success in continuing education and future careers.
- 4.) To provide youths and their families with healthy and nutritious weekly food distributions to combat the increased need for fresh foods in underserved communities.

Family Support Circle uses the following indicators to monitor and evaluate the program's success:

- The total number of students who actively participated in the program for 30 days or more.
- The total number of academic remedial sessions offered through the program.
- The number of students who benefitted from behavioral health services offered through the program.
- The number of hours the program provides each week.
- Students successfully completing grade-level requirements and moving to the next grade level.
- The number of family involvement activities offered by the program during the year.

The organization uses the following qualitative goals for the program:

- 1.) 80% of participating students will show overall improvement in English Language Arts (ELA) standards.
- 2.) 80% of participating students will show overall improvement in English Language Arts (ELA) test scores.
- 3.) 80% of participating students will show overall improvement in Math and Science grades.
- 4.) 80% of participating students will show overall improvement in Math and Science test scores.
- 5.) 75% of participating students will demonstrate overall improvement in homework completion.
- 6.) 75% of participating students will demonstrate overall improvement in program participation.
- 7.) 75% of participating students will demonstrate overall improvement in behavior.
- 8.) 20% of participating students' parents/guardians will participate in family involvement activities that support their students' educational attainment at least two times a program year.

Agency Defined Performance Measure(s):

0.0

ADDITIONAL REQUIREMENTS

Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.

- 1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
- 2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.

- 3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
- 4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
- 5. Contractor agrees to comply with the Operational Specifications outlined in 2024 Consolidated Community Services Program 24RFP013124C-MH.
- 6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgment: "Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."

Note: If your agency uses logos versus text, you may substitute the language above with the Fulton County Logo.

Reporting

It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.

- 7. Contractor will be required to submit completed performance reports (with deadlines of (July 12, 2024, and January 10, 2025) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
- 8. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
- 9. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Community Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with CCSP funding may result in reimbursement of CCSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.

10. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with CCSP funding, and LEDGERS demonstrating how Community Services Program funds were expended for the specified reporting period.

Expenditure of Funds

- 11. Contractor is prohibited from utilizing CCSP funds for capital expenditures. (A "capital expenditure" is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of "capital expenditure" (e.g., children's story books, educational materials, games, puzzles, and flash cards).
- 12. Community Services Program funds must be expended by December 31st of the contract year. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor's failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

- (a) Fulton County agrees to pay Contractor a maximum sum of \$25,000.00.
- (b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.
- (c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon

Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

- (d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in 2024 Consolidated Community Services Program 24RFP013124C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.
- (e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

- (a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.
- (b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.
- (c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than <u>July 12, 2024</u> for the period January 1, 2024-June 30, 2024; and January 10, 2025 for the period July 1, 2024-December 31, 2024.
- (d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

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

To Fulton County:

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

To Contractor:

Family Support Circle, Inc. 3557 Main Street College Park, Georgia 30337

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY'S CONVENIENCE AND FOR CAUSE

- (a) This Agreement is effective on 01/01/2024, and shall terminate on 12/31/2024, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.
- (b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.
- (c) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.
- (d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have

the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

- (e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.
- (f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

Contractor acknowledges that **Family Support Circle, 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.

<u>ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT</u>

- (a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County's and Contractor's duly authorized representatives.
- (b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

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

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

- (2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.
- (3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.
- (5) The Contractor shall include the provisions of paragraphs (1) through of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor (Agency)] FAMILY SUPPORT CIRCLE INC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with <u>Fulton County Government</u>, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.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 <u>Fulton County Government</u> at the time the subcontractor(s) is retained to perform such service.

644122

EEV/Basic Pilot Program* User Identification Number

FAMILY SUPPORT CIRCLE INC

Name of Contractor (Agency)
BY: Authorized Signature of Officer or Agent of Contractor
FOUNDER & FOUNDER
Title of Authorized Officer or Agent of Contractor of Contractor
ELNA POULARD
Printed Name of Authorized Officer or Agent of Contractor
Sworn to and subscribed before me this day of February, 2024.
Notary Public:
County: Lawy
Commission Expires: 03/09/2026

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor (Agency)] FAMILY SUPPORT CIRCLE INC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

644122

EEV/Basic Pilot Program* User Identification Number of Subcontractor

FAMILY SUPPORT CIRCLE INC.

Name of Subcontractor (Individual/Agency)

ARIMARIMA	
BY: Authorized Signature Officer or Agent of Subcontractor	
FOUNDER & PRESIDENT	
Title of Authorized Officer or Agent of Subcontractor	
ELNA POULARD	
Printed Name of Authorized Officer or Agent of Subcontractor	
Sworn to and subscribed before me this Uh. day of Fednand	

Notary Public:

County:

Commission Expires:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/6/2024

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

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

time continuate accenter of	ginto to this continuous molaci in mod or ot	2011 011401 001116(0)1			
PRODUCER		CONTACT NAME:			
Cothrom Risk & Insurance Service 440 N Andrews Ave	ces	PHONE (A/C, No, Ext): 954-368-2191 FAX (A/C, No):			
Fort Lauderdale FL 33301		E-MAIL ADDRESS: certificates@cothrom.com			
		INSURER(S) AFFORDING COVERAGE	NAIC#		
		INSURER A: Alliance of NonProfits For Insurance, Risk Retenti	10023		
INSURED	FAMISUP-01	INSURER B: United States Liability Insurance Company	25895		
Family Support Circle 4030 North Henry Blvd Stockbridge GA 30281		INSURER C: SiriusPoint America Insurance Company	38776		
		INSURER D: Swiss Re Corporate Solutions America Insurance Cor	29874		
		INSURER E:			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 1306416666	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 S	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y		202465183	5/24/2024	5/24/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500.000
							MED EXP (Any one person)	\$20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
	OTHER:						SEXUAL MISCONDUCT	\$ 1,000,000
Α	AUTOMOBILE LIABILITY			202465183	5/24/2024	5/24/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
Α	UMBRELLA LIAB X OCCUR			202465183UMB	5/24/2024	5/24/2025	EACH OCCURRENCE	\$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DED RETENTION\$							\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCPI1092589	7/1/2024	7/1/2025	PER OTH- STATUTE ER	
ANYPROPRIETOR/PARTNER/EXECUTIVE		N/A					E.L. EACH ACCIDENT	\$1,000,000
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N, A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D Crime B Directors & Officers EPLI				CWB00245690065183 NDO1590604B NDO1590604B	5/24/2024 7/1/2024 7/1/2024	5/24/2025 7/1/2025 7/1/2025	Money & Securities D&O Aggregate EPLI Aggregate	\$10,000 \$1,000,000 \$1,000,000

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

Liability Locations: 4030 N. Henry Blvd, Stockbridge, GA 30281

2059 Chelton Avenue Philadelphia, PA 19138

2057 Chelton Avenue Philadelphia, PA 19138 286 Crescent Drive, Gainesville, GA 30501

305 5th Street, Manchester, GA 31816

3557 Main Street, College Park GA 30337

Liability Package includes \$1,000,000 Liquor Liability Aggregate and \$3,000,000 Social Service Professional Liability Aggregate

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

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

OWNER:	CONTRACTOR:
FULTON COUNTY, GEORGIA Docusigned by: Robert L. Pitts Robert L. Pitts, Chairman	VENDOR NAME Family Support Circle, Inc. Docusigned by Name of Signatory: Elna Poulard Dr. Hua Fille of Signatory: Founder & President 7CAAE4654BF1451 Authorized Signature
Fulton County Board of Commissioners	
ATTEST: DocuSigned by: Tonya R. Grier EEC476C4837648D	ATTEST: DocuSigned by Name of 2nd Signatory: Lydia Pierre Lydia Pierre Vice Chair of Board FD3FA595E6CB44B See See See See See See See See See Se
Tonya R. Grier Clerk to the Commission (Affix County Seal)	Second Authorized Signature (Affix Corporate Seal, if applicable)
APPROVED AS TO FORM: Signed by: David Lowman OEC92EDADEFB4B8 Office of the County Attorney	
APPROVED AS TO CONTENT: Stanly Wilson 5E4D76DFB4A0450 Stanley Wilson, Director Fulton County Department of Community Development	
Please select RM or 2ND RM from the check	kbox χ 2ND RM
ITEM#: RM: REGULAR MEETING	ITEM#: 24-0350 2ND RM: 5/15/2024 SECOND REGULAR MEETING

DocuSign

Certificate Of Completion

Envelope Id: 83B49B2FD73248089D0D005A2EC170D6

Subject: Please DocuSign: 2024 CCSP Contract-Family Support Circle, Inc.-BOC Agenda#24-0350

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 25

Certificate Pages: 7
AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Canada)

Signatures: 6 Initials: 0

Stamps: 1

Envelope Originator: Cherie Williams

Status: Completed

141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Cherie.Williams@fultoncountyga.gov

IP Address: 136.55.230.223

Record Tracking

Status: Original

8/8/2024 4:45:07 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Cherie Williams

Cherie.Williams@fultoncountyga.gov

Pool: StateLocal

Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

Signer Events

Dr. Elna Poulard

epoulard@familysupportcircle.org

President

Family Support Circle, Inc

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 8/14/2024 7:22:39 AM

ID: 1781e1f6-f58b-436f-9d1d-bf71dbfa70c8

Lydia Pierre

Lydia@pierrebrandinggroup.com

Lydia Pierre

Security Level: Email, Account Authentication

(None)

Signature

Dr. Elna Poulard

7CAAE4654BF1451...

Signature Adoption: Pre-selected Style Using IP Address: 172.58.131.105

Signed using mobile

Timestamp

Sent: 8/8/2024 4:48:58 PM Resent: 8/13/2024 12:55:52 PM Viewed: 8/14/2024 7:22:40 AM Signed: 8/14/2024 7:27:20 AM

Lydia Pierre

FD3FA595E6CB44B...

Signature Adoption: Pre-selected Style Using IP Address: 76.17.120.171

Sent: 8/14/2024 7:27:24 AM Resent: 8/23/2024 4:50:56 PM

Resent: 9/18/2024 1:56:25 PM

Resent: 9/20/2024 11:26:18 AM Resent: 9/23/2024 1:39:52 PM

Resent: 9/30/2024 11:13:36 AM Resent: 10/3/2024 1:11:55 PM

Resent: 10/3/2024 3:55:23 PM

Resent: 10/4/2024 4:06:58 PM Resent: 10/15/2024 4:21:05 PM

Resent: 10/17/2024 9:51:54 AM

Resent: 10/21/2024 2:58:14 PM

Resent: 10/22/2024 9:09:19 AM

Resent: 10/29/2024 10:05:29 AM

Resent: 10/29/2024 11:57:34 AM

Viewed: 10/29/2024 12:02:15 PM Signed: 10/29/2024 12:03:20 PM

Electronic Record and Signature Disclosure:

Accepted: 10/29/2024 12:02:15 PM

ID: ef3a4f48-aa4e-4a96-a6b1-109d0bad5df7

Signer Events Signature Timestamp Mark Hawks2 Sent: 10/29/2024 12:03:23 PM Completed mark.hawks@fultoncountyga.gov Viewed: 10/30/2024 8:59:12 AM Chief Assistant Purchasing Agent Signed: 10/30/2024 8:59:20 AM Using IP Address: 45.20.200.178 Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign DocuSigned by: Stanley Wilson Sent: 10/30/2024 8:59:22 AM Stanley Wilson Stanley.Wilson@fultoncountyga.gov Viewed: 10/30/2024 9:02:17 AM 5F4D76DFB4A0450 Director Signed: 10/30/2024 10:01:30 AM Stanley Wilson Signature Adoption: Pre-selected Style Security Level: Email, Account Authentication Using IP Address: 76.209.103.30 (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 10/30/2024 10:01:32 AM Lauren Hansford Completed lauren.hansford@fultoncountyga.gov Viewed: 10/30/2024 10:04:41 AM Security Level: Email, Account Authentication Signed: 11/1/2024 8:54:54 PM Using IP Address: 24.99.91.51 (None) **Electronic Record and Signature Disclosure:** Accepted: 11/1/2024 8:53:03 PM ID: bbba61fc-e3ec-4875-921b-817a7b1e5b24 Signed by Sent: 11/1/2024 8:54:58 PM **David Lowman** David Lowman David.Lowman@fultoncountyga.gov Viewed: 11/1/2024 8:57:09 PM DEC92EDADEFB4B8. Security Level: Email, Account Authentication Signed: 11/3/2024 5:48:16 PM (None) Signature Adoption: Pre-selected Style Using IP Address: 24.30.118.185 **Electronic Record and Signature Disclosure:** Accepted: 11/1/2024 8:57:09 PM ID: 471c4f45-03bf-4004-99ec-d8f13ae6547c Nikki Peterson Sent: 11/3/2024 5:48:18 PM Completed nikki.peterson@fultoncountyga.gov Viewed: 11/3/2024 5:50:25 PM Chief Deputy Clerk to the Board of Commissioners Signed: 11/4/2024 2:23:50 PM Using IP Address: 68.208.197.4 **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8 Sent: 11/4/2024 2:23:54 PM Robert L. Pitts

michael.oconnor@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

Robert L. Pitts BA715B1A26544E7.

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

Viewed: 11/4/2024 3:09:15 PM

Signed: 11/4/2024 3:09:26 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Tonya R. Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County

Security Level: Email, Account Authentication (None)

Signature

— DocuSigned by:

Tonya K. Gricr

— EEC476C4837648D...



Signature Adoption: Pre-selected Style Using IP Address: 99.96.24.191

Timestamp

Sent: 11/4/2024 3:09:30 PM Viewed: 11/4/2024 5:40:53 PM Signed: 11/4/2024 5:41:03 PM

Electronic Record and Signature Disclosure:

Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

Mark Hawks3

mark.hawks@fultoncountyga.gov
Chief Assistant Purchasing Agent
Purchasing and Contract Complliance
Security Level: Email, Account Authentication

(None) Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Completed

Using IP Address: 45.20.200.178

Sent: 11/4/2024 5:41:07 PM Viewed: 11/4/2024 5:43:05 PM Signed: 11/4/2024 9:06:04 PM

In Person Signer Events Signature Timestamp Editor Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Timestamp

Carbon Copy Events

Atif Henderson

Atif.Henderson@fultoncountyga.gov

Fulton County Government

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:Not Offered via DocuSign

Cherie Williams

cherie.williams@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

Fulton County Government

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Carlos Thomas

carlos.thomas@fultoncountyga.gov

Division Manager

Fulton County Government

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Status

COPIED

COPIED

Timestamp

Sent: 8/8/2024 4:48:56 PM Viewed: 11/4/2024 9:15:13 PM

Sent: 8/8/2024 4:48:56 PM Resent: 11/4/2024 9:06:13 PM

COPIED

Sent: 8/8/2024 4:48:57 PM Viewed: 11/4/2024 9:15:15 PM **Carbon Copy Events**

Dian DeVaughn

Payment Events

dian.devaughn@fultoncountyga.gov

Security Level: Email, Account Authentication

(None

Electronic Record and Signature Disclosure:

Electronic Record and Signature Disclosure

Not Offered via DocuSign

Status

COPIED

Status

Timestamp

Timestamps

Sent: 11/4/2024 9:06:09 PM Viewed: 11/4/2024 9:15:49 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2024 4:48:56 PM
Envelope Updated	Security Checked	10/21/2024 2:58:13 PM
Envelope Updated	Security Checked	10/21/2024 2:58:13 PM
Envelope Updated	Security Checked	10/21/2024 2:58:13 PM
Envelope Updated	Security Checked	10/29/2024 11:57:33 AM
Envelope Updated	Security Checked	10/29/2024 11:57:33 AM
Certified Delivered	Security Checked	11/4/2024 5:43:05 PM
Signing Complete	Security Checked	11/4/2024 9:06:04 PM
Completed	Security Checked	11/4/2024 9:06:09 PM

CONSUMER DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Fulton County, Georgia:

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

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

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

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

To request paper copies from Carahsoft OBO Fulton County, Georgia

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

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

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