



**FULTON
COUNTY**

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 **Fly on a Wall, 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

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Fly on a Wall, INC, Open Bounce Youth Program will provide services at the following locations at specified times during the contract period of **01/01/2024** through **12/31/2024**:

Service Delivery Site(s):

Name of Program Site	Program Location (complete physical address)	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location	District(s) of Fulton County Residents Served by the program (facility) location
My Sister's House	921 Howell Mill Rd NW	Atlanta	GA	30318	6	6
The Windmill Arts Center	2823 Church St	East Point	GA	30344	5	5

Approach and Design:

Fly on a Wall, INC, Open Bounce Youth Program will provide services to **71** clients that reside in Fulton County, with CCSP funding.

Fly on a Wall, INC, will provide the following activities and services in Fulton County with CCSP funding:

Fly On A Wall (Fly)'s Open Bounce program aims to provide youths with an alternative out-of-school time activity to continue their learning and engagement while building their social and character skills through an active format. Open Bounce will take place at two different local organizations once per week. One confirmed partner is the Atlanta Mission's My Sister House, in collaboration with Restoration Atlanta. Another partner is Family Support Circle and its Youth Excellence Program.

Students will attend class twice per week after partaking in their daytime schooling activities. Classes will start by having an ice-breaking conversation while stretching, allowing the children to have a safe space to use their voices and share their thoughts. This time will be focused on allowing children to communicate with each other and with a trusted adult. Allowing this time will set the class's tone, breaking down walls and creating a trusted and positive environment.

Students will then participate in planned dance lessons to engage in physical activity while learning new skills and movements. The children will have fun during the class while learning the value of practice and commitment. As they continue to improve over the 50-week program, students will develop new skills, traits, and abilities that they would not otherwise gain in their daily lives. The Open Bounce program goes beyond being 'just' a dance class, as it allows children to let their personalities flourish in a lifestyle that may otherwise suppress their inner selves. Living in poverty or without a home provides for a daily environment filled with instability. Meeting weekly to participate in the Open Bounce lessons will give the children a scheduled commitment to look forward to, allowing them to engage with others and explore a new skill.

Classes will allow children to gain professional-level dance training but in a fun and inviting environment. The program will provide all students with proper dance shoes to give them an authentic dance experience and avoid ruining their daily shoes. The program will also provide props when needed and utilize a mobile sound system when there is not one present. The Open Bounce program will offer an immersive experience for children who typically do not have access to participate in such unique, cultural experiences.

The Open Bounce program will directly address multiple strategic priority areas identified by Fulton County. The program helps to ensure that 'all people are healthy.' Students will engage in active programming weekly, helping to improve their health and well-being through exercise. Students will also be encouraged to practice their lessons and knowledge in their own time, promoting movement beyond the lesson times. The program will ensure that 'all people are safe.' Open Bounce provides a safe and healthy environment for youths to participate in programming, preventing them from partaking in harmful alternatives. The program will also ensure that 'all people are culturally enriched.' Low-income neighborhoods lack exposure to artistic and cultural options. By bringing the Open Bounce program to organizations in Fulton County's underserved areas, Fly exposes children and families to the arts.

Designation of CSP Funds:

Based on the awarded amount of **\$25,000.00**, 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.)	\$1,250.00
Operational	\$5,500.00
Direct Services	\$18,250.00
<i>Total</i>	\$25,000.00

Explanation of Funding Details:

Administrative-

Operations Personnel \$1,500

Operational-

Marketing \$1,000

Costumes & Clothing \$1,000

Materials & Supplies \$3,500

Direct Services-

Program Director \$10,000

(student contact teaching hours - 18hrs x \$70 = \$1,260/month)

(curriculum prep - 5 hours - 5hrs x \$25 = \$125/month)

Professional Services for 'Theatre Showcase' \$1,750

Additional Support Staff Instruction \$4,100

Windmill Arts Center Rental \$2,400

Program Performance Measures:

Fly on a Wall, 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 families attending support sessions and family engagement opportunities, Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...

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 overall goal of the Fly On A Wall (Fly) Open Bounce program is to provide at-risk and underserved youth with an opportunity to partake in fun and engaging artistic activities while benefiting from being in a safe and positive environment. Open Bounce seeks to provide students with a sense of structure and the influence of a positive figure in their lives. Many of the children who will participate in Open Bounce cannot typically partake in arts and cultural activities and generally struggle from a lack of social structure in their lives.

The Open Bounce program seeks to build character and improve valuable 21st-century skills in at-risk youths in underserved neighborhoods. The program allows students to become active, learn dance techniques, and burn energy, but it will also allow them to open up in a social setting. This will lead to forming a sense of community within the class that students can look forward to going to on a weekly basis.

The program will seek to increase students’ sense of commitment and responsibility by promoting their weekly attendance in the class. While in the class, the goal is to allow students to follow directions and learn how to lead by example in their behavior, which both become valuable characteristics in working towards a positive future. It is a qualitative goal of the program to view each student’s personality emerge, allowing themselves to express their individuality and find their creativity through dance.

One measure of success the program will use is measuring the average attendance at each weekly session. The program hopes to see a minimum of 10 students attending each weekly class. Overall, the program hopes to serve over 71 at-risk students from Fulton County by the end of the 50-week program. This measure will coincide with the county’s goal of engaging school-aged youth in out-of-school time programs and placing youths in a healthy environment that reduces the risk of at-risk youth being exposed to the juvenile justice system.

Agency Defined Performance Measure(s):

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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 **July 12, 2024 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:

**Fly on a Wall, INC
1342 Lucile Avenue SW
Atlanta, Georgia 30310**

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 **Fly on a Wall, 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.

#24RFP013124C-MH

2024 Consolidated Community Services Program

Purchasing Forms & 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 services¹ under a contract with **[insert name of prime contractor (Agency)]** Fly on a Wall, Inc. on behalf of **Fulton County**

Government has registered with and is participating in a federal work authorization program² 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.

1479972

EEV/Basic Pilot Program* User Identification Number

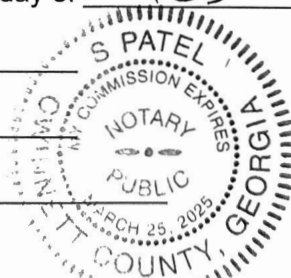
Fly on a Wall, Inc.
Name of Contractor (Agency)

[Signature]
BY: Authorized Signature of Officer or Agent of Contractor

President
Title of Authorized Officer or Agent of Contractor of Contractor

Nicole Johnson
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 22 day of February, 2024.

Notary Public: [Signature]County: FultonCommission Expires: 03/25/25

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)]** Fly on a Wall on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1479972

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Fly on a Wall, Inc.
Name of Subcontractor (Individual/Agency)

[Signature]
BY: Authorized Signature Officer or Agent of Subcontractor

President
Title of Authorized Officer or Agent of Subcontractor

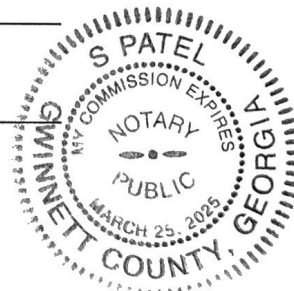
Nicole Johnson
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 22 day of February, 2024.

Notary Public: [Signature]

County: Fulton

Commission Expires: 03/25/25



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)

07/08/2024

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).

PRODUCER 770-482-8841 Cameron & Roberts Ins. Agency 6893 Main Street P O Box 408 Lithonia, GA 30058-0408 Cameron & Roberts Ins. Agency		CONTACT NAME: Cameron & Roberts Ins. Agency PHONE (A/C, No, Ext): 770-482-8841 FAX (A/C, No): 770-482-2238 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United States Liability Ins	
		INSURER B: CNA Surety	
		INSURER C: Hiscox Insurance Company	
		INSURER D: Technology Insurance Co.	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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	X COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			NPP1605306B	08/18/2023	08/18/2024	EACH OCCURRENCE \$ 1,000,000
	X Directors & Offic			NPP1605306B	08/18/2023	08/18/2024	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	X Abuse			NPP1605306B	08/18/2023	08/18/2024	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input 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) \$
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP1566555B	08/18/2023	08/18/2024	AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ - 0						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A			TARGA1047699-02	02/02/2024	02/02/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Crime Bond			65597781	08/13/2023	08/13/2024	Crime \$ 100,000
C	Professional Liab			P100.468.744.3	08/18/2023	08/18/2024	Prof Liab \$ 1,000,000

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

Directors & Officers - \$1,000,000. Each Claim \$1,000,000. Aggregate
Abuse & Molestation \$100,000. Each Occurrence \$300,000. Aggregate

CERTIFICATE HOLDER

CANCELLATION

FULTON-8 Fulton County Government 141 Pryor Street SW Atlanta, GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



Christopher Brewer <chris@funditforwardgrants.com>

(Fly On The Wall) COI

Everhart, Tawanda <Tawanda.Everhart@fultoncountyga.gov>

Wed, Aug 14, 2024 at 3:41 PM

To: Fly On A Wall <development@flyonawall.buzz>

Cc: Sean Nguyen-Hilton <sean@flyonawall.buzz>, Nathan Griswold <nathan@flyonawall.buzz>

The request for auto liability waiver is approved. However, if the Fly On the Wall's staff utilizes their vehicles for program/service delivery of the 2024 CCSP-funded program a copy of each staff member's personal auto insurance policy is required with the COI document.

This email must be included with the COI as one document as evidence of the approved waivers.

**Tawanda Everhart, CPM®****Grant Administrator**

Youth and Community Services

Division | Department of

Community Development

137 Peachtree Street, SW,Atlanta | Georgia 30303404-406-4003 (office) | 404-612-3581 (efax)

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From: Fly On A Wall <development@flyonawall.buzz>**Sent:** Wednesday, August 14, 2024 3:16:30 PM**To:** Everhart, Tawanda <Tawanda.Everhart@fultoncountyga.gov>**Cc:** Sean Nguyen-Hilton <sean@flyonawall.buzz>; Nathan Griswold <nathan@flyonawall.buzz>**Subject:** Re: (Fly On The Wall) COI

Hello, Ms. Everhart!

I hope you're having a great week! I hadn't heard back from our insurance waiver request below, so a week or two ago, I uploaded this request and our COI into the Fulton WebGrants portal. It is still showing as pending. I wanted to check in so that we can execute our contract and start preparing to draw down funds. Please let me know if you need anything else from us to make this happen.

Thank you!!

Christopher BrewerFly On A Wall - www.flyonawall.buzzEmail: development@flyonawall.buzz

On Wed, Jul 24, 2024 at 11:56 AM Fly On A Wall <development@flyonawall.buzz> wrote:

Hello, Ms. Everhart!

Thank you for the email! We respectfully request a waiver from the required automobile coverage in our insurance because the agency does not use its vehicles to travel to the programming involved with this grant program. Obtaining the coverage is cost-prohibitive and would not be utilized by the Fly team.

Please let us know if we can receive a waiver and we will proceed accordingly in WebGrants!

Thank you!

Christopher Brewer

Fly On A Wall - www.flyonawall.buzz

Email: development@flyonawall.buzz

 FLY ON A WALL

[Quoted text hidden]

GEICO

1-800-841-3000

GEICO GENERAL INSURANCE COMPANY

One GEICO Center
Macon, GA 31295-0001

NAIC

35882

Georgia Insurance Policy Information Card

Policy Number	Effective Date	Expiration Date
4479273171	02/25/2024	08/25/2024

Insured SUHAIL K MASSAD
CHRISTINA E MASSAD

[View All Active Drivers](#)

VIN	1FMCU0GX7GUB43837	
Year	Make	Model
2016	FORD	ESCAPE



The current status of actual motor vehicle liability insurance coverage is maintained by the Georgia Dept. of Motor Vehicle Safety and is accessible to law enforcement agencies upon a check of the vehicle registration.





Fly On A Wall <development@flyonawall.buzz>

(Fly On The Wall) COI

Fly On A Wall <development@flyonawall.buzz>

Wed, Jul 24, 2024 at 11:56 AM

To: "Everhart, Tawanda" <Tawanda.Everhart@fultoncountyga.gov>

Cc: Sean Nguyen-Hilton <sean@flyonawall.buzz>

Hello, Ms. Everhart!

Thank you for the email! We respectfully request a waiver from the required automobile coverage in our insurance because the agency does not use its vehicles to travel to the programming involved with this grant program. Obtaining the coverage is cost-prohibitive and would not be utilized by the Fly team.

Please let us know if we can receive a waiver and we will proceed accordingly in WebGrants!

Thank you!

Christopher Brewer

Fly On A Wall - www.flyonawall.buzz

Email: development@flyonawall.buzz



On Tue, Jul 23, 2024 at 1:03 PM Everhart, Tawanda <Tawanda.Everhart@fultoncountyga.gov> wrote:

Your agency doesn't have automobile coverage. This is required if your agency uses their vehicles to transport or for programming. If you would like to waive coverage, please send an email with this request and your reasonings why. Your contract cannot be completed until this is complete.

Thanks Ms. Everhart



Tawanda Everhart, CPM®

Grant Administrator

Youth and Community Services
Division | Department of
Community Development

137 Peachtree Street, SW,
Atlanta | Georgia 30303

404-406-4003 (office) | 404-612-
3581 (efax)

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Instagram | FGTV | #OneFulton
E-News

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 **Fly on a Wall, Inc.**

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

DocuSigned by: Name of Signatory: Nicole Johnson
Nicole Johnson
Title of Signatory: President
5C54B835F3B14E4...
Authorized Signature

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
FEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

Signed by: Name of 2nd Signatory: **Christopher Brewer**
Christopher Brewer
Title of 2nd Signatory: **Director**
742D60094ADC4AC...
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#: 24-0350 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING

Certificate Of Completion

Envelope Id: 88D754FAACFE454EB037B4E8360E4586

Status: Completed

Subject: Please DocuSign: 2024 CCSP Contract-Fly On A Wall, Inc.-BOC Agenda#24-0350

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 28

Signatures: 6

Envelope Originator:

Certificate Pages: 7

Initials: 0

Cherie Williams

AutoNav: Enabled

Stamps: 2

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: 136.55.230.223

Record Tracking

Status: Original

Holder: Cherie Williams

Location: DocuSign

9/24/2024 2:27:20 PM

Cherie.Williams@fultoncountyga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: DocuSign

Signer Events**Signature****Timestamp**

Nicole Johnson

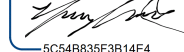
nicole@flyonawall.buzz

President

Fly on a Wall Inc.

Security Level: Email, Account Authentication (None)

DocuSigned by:



5C54B835F3B14E4...

Sent: 9/24/2024 2:34:39 PM

Viewed: 9/24/2024 2:36:19 PM

Signed: 9/24/2024 2:37:47 PM

Signature Adoption: Drawn on Device

Using IP Address: 108.219.245.18

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/27/2022 9:57:43 AM

ID: 7a6aa2de-1d14-49b1-aa3a-8f1935f50f6a

Christopher Brewer

development@flyonawall.buzz

President

Security Level: Email, Account Authentication (None)

Signed by:



742D60094ADC4AC...

Sent: 9/24/2024 2:37:49 PM

Viewed: 9/25/2024 11:12:05 AM

Signed: 9/25/2024 11:13:05 AM



6a10a027-7418-477b-855c-6a6081190271

Signature Adoption: Pre-selected Style

Using IP Address: 185.187.171.163

Electronic Record and Signature Disclosure:

Accepted: 9/25/2024 11:12:05 AM

ID: 071d7b58-309f-4d15-8d30-3c59faf04ecc

Mark Hawks2

mark.hawks@fultoncountyga.gov

Chief Assistant Purchasing Agent

Purchasing and Contract Compliance

Security Level: Email, Account Authentication (None)

Completed

Sent: 9/25/2024 11:13:10 AM

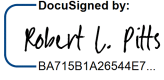
Viewed: 9/26/2024 8:43:33 AM

Signed: 9/26/2024 8:43:47 AM

Using IP Address: 45.20.200.178

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by:  5E4D76DFB4A0450... Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 9/26/2024 8:43:53 AM Viewed: 9/26/2024 9:41:03 AM Signed: 9/26/2024 9:41:08 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 24.99.91.51	Sent: 9/26/2024 9:41:11 AM Viewed: 9/27/2024 10:58:55 AM Signed: 9/27/2024 11:00:59 AM
Electronic Record and Signature Disclosure: Accepted: 9/27/2024 11:00:33 AM ID: a06a0d3f-a8d7-450b-a82c-1a87b8458d06		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Signed by:  0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 73.43.218.125	Sent: 9/27/2024 11:01:04 AM Viewed: 9/27/2024 11:01:42 AM Signed: 9/27/2024 11:04:02 AM
Electronic Record and Signature Disclosure: Accepted: 9/27/2024 11:01:42 AM ID: 8aa1ff26-8315-46bd-afa7-2ea3a6cfb9a7		
Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	Completed Using IP Address: 68.208.197.4	Sent: 9/27/2024 11:04:07 AM Viewed: 9/30/2024 10:27:49 AM Signed: 9/30/2024 10:28:55 AM
Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts michael.oconnor@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by:  BA715B1A26544E7... Signature Adoption: Pre-selected Style Using IP Address: 136.226.3.96	Sent: 9/30/2024 10:29:01 AM Viewed: 9/30/2024 10:31:15 AM Signed: 9/30/2024 10:31:22 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tonya R. Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)	DocuSigned by:  EEC476C4837648D...  Signature Adoption: Pre-selected Style Using IP Address: 99.96.24.191	Sent: 9/30/2024 10:31:27 AM Viewed: 9/30/2024 10:52:40 AM Signed: 9/30/2024 10:52:56 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
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 Compliance Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 74.174.59.4	Sent: 9/30/2024 10:53:01 AM Resent: 9/30/2024 11:12:45 AM Viewed: 9/30/2024 11:25:46 AM Signed: 9/30/2024 11:25:55 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) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/24/2024 2:34:36 PM
Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/24/2024 2:34:37 PM
Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/24/2024 2:34:37 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/30/2024 11:26:02 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/24/2024 2:34:37 PM
Certified Delivered	Security Checked	9/30/2024 11:25:46 AM
Signing Complete	Security Checked	9/30/2024 11:25:55 AM
Completed	Security Checked	9/30/2024 11:26:02 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Fulton County, Georgia:

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

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

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

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Fulton County, Georgia

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

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

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

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

Required hardware and software

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

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