

#### CONTRACT DOCUMENTS

**FOR** 

REQUEST FOR PROPOSAL 25RFP020325C-MH

2025 COMMUNITY SERVICES PROGRAM

**FOR** 

DEPARTMENT OF COMMUNITY DEVELOPMENT

**OF** 

**FULTON COUNTY, GEORGIA** 

#### **CONTRACT AGREEMENT**

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

#### WITNESSETH

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

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

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

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

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

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

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**ARTICLE I - PARTIES AND TERM:** 

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

County to render the services as hereinafter defined and required; to perform such services in a manner

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

by mutual agreement of the parties.

The Chairperson of the Board of Directors for the Contractor or authorized representative

(hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf

of Contractor, including this Agreement.

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

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

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

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

on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to

avert a life threatening situation or other sufficiently serious deficiency.

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

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

**SCOPE OF WORK:** 

**Community Services Program (CSP)** 

**CSP Service Category:** Health and Wellness

**CSP Funding Priority(ies):** 

Children and Youth: Not Applicable

**Disabilities:** Not Applicable

**Economic Stability:** Not Applicable

**Health and Wellness:** 1. Prevent illness and health disparities by educating and connecting individuals to

available resources, 3. Programs focusing on HIV Prevention and Education

**Homelessness:** Not Applicable

Senior Services: Not Applicable

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SisterLove, Inc., Healthy Love Bus: Expanding Access to Community Health will provide services at the following locations at specified times during the contract period of 01/01/2025 through 12/31/2025:

#### Start and end date of programming for which CSP funds will be used:

**Start date:** 01/01/2025

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

#### **Service Delivery Site(s):**

Name of Program Site	Program Location (complete physical address)	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location	District(s) of Fulton County Residents Served by the program (facility) location
West Ridge Shopping Center	3050 M L K JR DR SW	Atlanta	GA	30311	6	6
The Motherhouse	1237 RALPH D ABERNATHY BLVD SW	Atlanta	GA	30310	6	6
Church?s chicken	538 LEE ST SW	Atlanta	GA	30310	4	4
Goldrush Showbar	2608 METROPOLITAN PKWY SW	Atlanta	GA	30315	4	4
The Villages at Carver Family YMCA	1600 PRYOR ST SE	Atlanta	GA	30315	4	4
Church's Chicken	5148 OLD NATIONAL HW	College Park	GA	30349	5	5

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
Friendship community church	4141 OLD FAIRBURN RD	College Park	GA	30349	5	5
Atlanta's Mission's & Women?s Homeless Shelter - My Sister?s House	921 HOWELL MILL RD NW	Atlanta	GA	6	6	
Waffle house # 1885	66 5TH ST NW	Atlanta	GA	30308	6	6
Ponce City Market	675 PONCE DE LEON AVE NE	Atlanta	GA	30308	4	4
Midtown Assistance Center Food Bank	613 SPRING ST NW	Atlanta	GA	30308	6	6
Gentleman?s Club	134 BAKER ST NE	Atlanta	GA	30308	4	4
Cheetah Lounge	887 SPRING ST NW	Atlanta	GA	30308	6	6
Motel 6	1377 EAST VIRGINIA AVE	Atlanta	GA	30344	4	4
Impact Church	2323 Sylvan Road East Point	East Point	GA	30344	4	4
East Point Recreation Center	1431 Norman Berry Dr	East Point	GA	30344	6	6

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
East Point MARTA Station	2848 E Main St	East Point	GA	30344	4	4
Fountain of Hope Food Bank	829 Hollywood Rd NW	Atlanta	GA	30318	4	4

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

**SisterLove, Inc.,** Healthy Love Bus: Expanding Access to Community Health will provide services to **150** clients that reside in Fulton County, with CSP funding.

SisterLove, Inc., Healthy Love Bus: Expanding Access to Community Health will provide the following activities and services in Fulton County with CSP funding:

#### **Approach and Design**

The Healthy Love Bus: Expanding Access to Community Health program aligns with Fulton County's Health & Human Services Key Performance Indicators (KPIs) by expanding access to preventive health services, linking individuals to critical support resources, and improving health outcomes for high-risk populations. This program focuses on HIV prevention, education, and wraparound services, addressing disparities in healthcare accessibility, behavioral health, and social determinants of health.

#### **Key Performance Indicators (KPIs) Addressed**

The Healthy Love Bus directly supports the following three Fulton County Health & Human Services KPIs:

- 1. Number of individuals connected to available resources to help mitigate illness and health disparities.
- 2. Number of individuals receiving referrals to behavioral health and other supportive services.
- 3. Number of individuals who report increased knowledge around reducing the risk of acquiring or transmitting HIV.

#### **CSP Funding Priorities Addressed**

This initiative supports three CSP funding priorities under the Health & Human Services category:

- 1. Preventing illness and reducing health disparities by educating and connecting individuals to resources.
- 2. Providing HIV prevention and education services, including risk reduction strategies and access to care.
- 3. Addressing quality-of-life measures for persons living with HIV, including housing services, transportation assistance, and financial literacy programs.

#### **Activities and Services**

The Healthy Love Bus implements a comprehensive set of activities designed to address these funding priorities:

- Mobile HIV/STI Testing and Risk Reduction Counseling The program will provide 750 individuals with free, rapid HIV/STI testing, risk reduction counseling, and prevention education in high-risk areas, including nightclubs, faith-based organizations, and community hubs.
- PrEP Education and Direct Referrals The program will deliver 1,000 individuals PrEP education and direct referrals to PrEP providers to increase prevention efforts.
- Behavioral Health and Supportive Services Referrals The program will facilitate 300 referrals to mental health support, housing assistance, and financial literacy resources, ensuring wraparound care for vulnerable populations.
- Community Engagement and Outreach Events The program will engage 2,000 participants in educational outreach, stigma reduction campaigns, and community-based events to increase awareness and encourage service uptake.

Using geospatial mapping, community health data, and a service expansion focal area request, the program prioritizes outreach locations based on HIV/STI prevalence, social determinants of health, and access to medical care. The Healthy Love Bus will be deployed in high-risk ZIP codes, including 30308, 30310, 30311, 30315, 30318, 30349, and 30344, ensuring that services are strategically directed to communities with the greatest need while expanding access to underserved areas.

#### **Collaborative Partnerships**

The Healthy Love Bus initiative will strengthen its impact through collaboration with seven or more community partners, ensuring that services reach high-need populations through trusted organizations. These partnerships include:

- 1. Faith-based organizations Providing outreach locations and community support.
- $2. \ Local \ healthcare \ providers Offering \ PrEP \ referrals \ and \ treatment \ linkages.$
- 3. Community-based organizations Assisting with housing and financial literacy services.
- 4. Nightclubs and entertainment venues Facilitating targeted outreach to high-risk populations.
- 5. HIV advocacy groups Including DIVAS in Action and Leading Women's Society, engaging women living with HIV in peer support and education programs.
- 6. Educational institutions Supporting awareness campaigns and research initiatives.
- 7. Government agencies and public health departments Collaborating on data sharing, outreach expansion,

and linkage-to-care strategies.

By leveraging strong existing partnerships and identifying new engagement opportunities through ongoing needs assessments, the Healthy Love Bus ensures that services are delivered where they are needed most.

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

Based on the awarded amount of \$30,000.00, the CSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

Administrative Expenditures CSP funds that are spent on indirect personnel expenses such as salaries, salary fringe, and benefits for executive / management, accountant, administrative support, etc. Includes direct and indirect charges for administration of the grant (Note: Not more than 5% of total grant award can be used for administrative costs.)

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

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

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

Cost Category	<b>Designation of CSP Funding Award</b>				
Administrative	\$0.00				
(5% Admin max of total funds awarded.)	\$0.00				
Total	\$30,000.00				

Cost Category	<b>Designation of CSP Funding Award</b>
Operational (25% Operational max of total funds awarded.)	\$7,326.09
Direct Services	\$22,673.91
Total	\$30,000.00

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

The budget narrative is as follows:

#### Administrative-(\$0.00)

Role: Supports finance, compliance, and grant reporting for the project.

Cost: in-kind

Alignment: Ensures accurate tracking and responsible use of CSP funds per grant requirements.

#### **Operational-(\$7,326.09)**

Type: AdvancedMD Practice Management Software

Cost: \$6050.00

Purpose: Billed monthly for 5 months, this software supports documentation of services, client communication and data management...

Type: Bus Consultant (Will Settle)

Cost: \$1,005.66

**Alignment:** Enables on-the-ground delivery of health services and outreach to underserved communities through mobile access points.

Type: Marketing Materials (Pamphlets & Flyers)

Cost: \$270.43

**Purpose:** Printed materials for patient education and event visibility. Distributed by staff to raise awareness and promote engagement with the Healthy Love Bus services.

#### Direct-(\$22,673.91)

Type: Supplies for testing, prevention, and safer sex education.

Cost: \$22,673.91

Includes the full range of materials used to deliver HIV/STI testing, condom distribution, and safer sex educational tools. These are directly provided to program participants during Healthy Love Bus engagements.

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

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

**County Defined Performance Measure(s):** 

Children and Youth: Not Applicable

**Disabilities:** Not Applicable

**Economic Stability:** Not Applicable

Health and Wellness: 1. Number of individuals connected to available resources to help mitigate illness and health disparities, 2. Number of individuals receiving referrals to behavioral health and other supportive services, 5. Number of persons living with HIV receiving housing services, and/or transportation assistance...

Homelessness: Not Applicable

Senior Services: Not Applicable

The following program measures/ Key Performance Indicators ("KPI's") will be utilized to track and report program outcomes for the Fulton County residents supported with CSP funding, during the funding period 01/01/2025 through 12/31/2025:

#### **Program Performance Measures**

The Healthy Love Bus will track and report on both County-defined and Agency-defined performance measures to ensure accountability and impact assessment.

**County-Defined Performance Measures** 

During the contract period, the Healthy Love Bus will report on the following three County-defined performance

#### measures:

- 1. Number of individuals connected to available resources to help mitigate illness and health disparities.
- 2. Number of individuals receiving referrals to behavioral health and other supportive services.
- 3. Number of persons living with HIV receiving housing services, transportation assistance, or access to foodbanks/home-delivered meals.

These metrics will allow the program to demonstrate its ability to reduce health disparities and support long-term patient well-being.

AdvancedMD will track individual client encounters, linking referrals and service outcomes to the County-defined performance measures.

Participant surveys and case management records will ensure follow-up and measure long-term impact.

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

#### **Agency-Defined Performance Measures**

In addition to County-defined measures, SisterLove will report on the following three Agency-defined performance measures:

- 1. Number of individuals participating in HIV prevention education through community outreach events.
- 2. Number of persons living with HIV engaged in peer support groups, including Leading Women's Society and DIVAS in Action.
- 3. Number of new community partnerships established to expand service access and improve linkages to care.

These Agency-defined measures align with SisterLove's strategy to expand peer support groups, increase outreach engagement, and enhance service collaborations.

#### **Program Tracking & Data Collection**

The Healthy Love Bus will utilize a multi-method data collection approach to track progress toward these performance measures:

- AdvancedMD Data System Tracks testing, referrals, and client outcomes.
- Participant Surveys Captures health knowledge, risk reduction behaviors, and program satisfaction.
- Case Management Records Ensures proper follow-up on housing, transportation, and supportive service

referrals.

• Community Engagement Logs – Documents event participation and outreach efforts.

#### Program Milestones & Timeline (January 2025 – December 31, 2025)

Milestone	Completion Date
Program launch & recruitment of new community partners	January 2025
Finalizing schedule for community outreach & events	February – March 2025
Expansion of HIV/STI testing & PrEP referrals	April 2025
Kick-off social media outreach campaign	April – May 2025
Community outreach & engagement events begin	June – July 2025
Mid-year evaluation of performance measures & progress review	July 2025
Expansion of peer support groups (DIVAS in Action & Leading Women's Society)	August – September 2025
Increased community-based events & targeted outreach initiatives	October – November 2025
Final evaluation, data analysis, and report submission	December 2025

This 12-month timeline ensures a strategic rollout of activities, allowing for early planning, coordinated outreach, and phased implementation of services throughout the year. By implementing a structured timeline, the program will ensure steady progress toward its goals, while ongoing assessment will allow for adaptive improvements based on data-driven insights.

#### **ADDITIONAL REQUIREMENTS**

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

- 1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
- 2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
- 3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
- 4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
- 5. Contractor agrees to comply with the Operational Specifications outlined in 2025 Community Services Program 25RFP020325C-MH.
- 6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgment: "Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."

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

#### Reporting

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

- 7. Contractor will be required to submit completed performance reports (with deadlines of (July 18, 2025, and January 16, 2026) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
- 8. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.

- 9. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Community Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with CSP funding may result in reimbursement of CSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
- 10. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with CSP funding, and LEDGERS demonstrating how Community Services Program funds were expended for the specified reporting period.

#### **Expenditure of Funds**

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

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

- (a) Fulton County agrees to pay Contractor a maximum sum of \$30,000.00.
- (b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. A failure by Contractor to submit the invoice for the first and/or second six months of the contracting period will constitute a breach of this Agreement.
  - (c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a

timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

- (d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in 2025 Community Services Program 25RFP020325C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.
- (e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

#### **ARTICLE IV - RECORD KEEPING**

- (a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.
- (b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.
- (c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than <u>July 18, 2025 for the period January 1, 2025-June 30, 2025; and January 16, 2026 for the period July 1, 2025-December 31, 2025.</u>
- (d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.
- (e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid,

certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

Department of Community Development c/o: Youth and Community Services Division

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

To Contractor:

SisterLove, Inc. P.O. Box 10558 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 01/01/2025, and shall terminate on 12/31/2025, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.
- (b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.
- (c) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.
- (d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.
- (e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

#### ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

Contractor acknowledges that **SisterLove, 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.



#### F. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	SisterLove Inc.
Project No. and Project Title:	Healthy Love Bus: Expanding Access to Community Health

#### **CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

96811	02/01/2008
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	Date of Authorization
Bethanie Nikoue	
Authorized Officer or Agent	
(Name of Contractor)	
I hereby declare under penalty of perjury that the foregoing is true and correct	
Bethanie NIKOUE	VP of Finance, Admin & Ops
Printed Name (of Authorized Officer or Agent of Contractor)	Title (of Authorized Officer or Agent of Contractor)
	03/04/2025
Signature (of Authorized Officer or Agent)	Date Signed
State of Nevada, Clark County SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
4th DAY OF March , 20 <u>2</u> 5	Vickey Beglari
Vickey Dealer	NOTARY PUBLIC
THING BEGINN	STATE OF NEVADA
Notary Public	Appt. No. 23-3998-01
My Commission Expires: 08/25/2027	Expires August 25, 2027

Notarized remotely using audio-video communication technology via Proof.

<sup>\*</sup> As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



#### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	SisterLove Inc.
Project No. and Project Title:	Healthy Love Bus: Expanding Access to Community Health

#### **FORM G: SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

96811 02/01/2008

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

SisterLove Inc.

Authorized Officer of Agent (Name of Subcontractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

#### Bethanie Nikoue

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)
State of Nevada, Clark County
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

Ath\_DAY OF March , 20 25

My Commission Expires: 08/25/2027

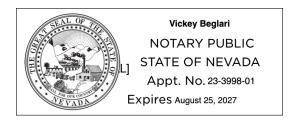
VP of Finance, Admin & Ops

Title (of Authorized Officer or Agent of Contractor)

03/04/25

Date of Authorization

Date Signed



Notarized remotely using audio-video communication technology via Proof.

<sup>\*</sup> As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/27/2025

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

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

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PRO	DUCER				NAME	: Marsn A	Affinity			
Marsh Affinity				PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No):						
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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/03/2025

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

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

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	×	OTHER:							Professional Liability	\$ 1,00	
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DESCRIPTION

### ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00GA 11 23

**PAGE FOUND** 

#### SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

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Copyright, 2023 Selective Insurance Company of America. All rights reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.	CG 73 00GA 11 23 Page 2 of 9
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## ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00GA 11 23

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.** 

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **COVERAGES** — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

**EXCLUSIONS** 

#### **Employer's Liability Amendment**

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. Employer's Liability under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

This exclusion also does not apply to any "temporary worker".

#### Non-Owned Aircraft, Auto or Watercraft

- A. Paragraph (2) of Exclusion g. Aircraft, Auto Or Watercraft under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is deleted in its entirety and replaced with the following:
  - (2) A watercraft you do not own that is:
    - (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
    - (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent.
- B. The following is added to Exclusion g. Aircraft, Auto Or Watercraft under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. A. The last paragraph of Paragraph 2. Exclusions under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE is deleted in its entirety and replaced with the following:

Exclusions **c.** through **n**. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III** — **LIMITS OF INSURANCE**.

- B. Paragraph 6. under SECTION III LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:
  - 6. Subject to Paragraph 5. above, the most we will pay under COVERAGE A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.
- C. Paragraph a. of Definition 9. "Insured contract" under SECTION V — DEFINITIONS is deleted in its entirety and replaced with the following:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

#### Damage To Premises Rented to You

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CG 73 00GA 11 23 Page 3 of 9

#### **Electronic Data Liability**

- A. Exclusion p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is deleted in its entirety and replaced by the following:
  - p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information;
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to SECTION III — LIMITS OF INSURANCE:

Subject to 5. above, the most we will pay under COVERAGE A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

#### SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

#### **Any Insured Amendment**

Exclusion a. Any Insured under COVERAGE C MEDICAL PAYMENTS, 2. Exclusions is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

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

#### **Product Amendment**

Exclusion f. Products-Completed Operations Hazard under COVERAGE C MEDICAL PAYMENTS, 2. Exclusions is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

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

## SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

#### **Expenses For Bail Bonds And Loss Of Earnings**

- A. Subparagraph 1.b. under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is deleted in its entirety and replaced with the following:
  - b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- B. Subparagraph 1.d. under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is deleted in its entirety and replaced with the following:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

#### SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members

The following paragraph is added to **SECTION II** — WHO IS AN INSURED:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

- Your officials;
- Your trustees;
- Your members;
- 4. Your board members;
- Your commission members;
- Your agency members;
- Your insurance managers;
- 8. Your elective or appointed officers; and
- Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

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#### **Employees As Insureds Modified**

- A. Subparagraph 2.a.(1)(a) under SECTION II WHO IS AN INSURED does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under SECTION II WHO IS AN INSURED does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under SECTION II WHO IS AN INSURED does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. Employer's Liability under SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY does not apply.

#### **Newly Formed Or Acquired Organizations**

- A. Subparagraph 3.a. under SECTION II WHO IS AN INSURED is deleted in its entirety and replaced with the following:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, COVERAGE A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
  - The following paragraph is added to SECTION II WHO IS AN INSURED, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

(All other provisions of this section remain unchanged)

## Blanket Additional Insureds — As Required By Contract

- A. Subject to the Primary and Non-Contributory provision set forth in this endorsement, SECTION II — WHO IS AN INSURED is amended to include as an additional insured:
  - Owners, Lessees or Contractors/Architects, Engineers and Surveyors
    - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
    - b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **a.**, above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

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

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

#### 2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

#### a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

#### c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

#### d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

#### e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- (2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
  - (b) The construction, erection or removal of elevators; or
  - (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- B. The insurance coverage afforded to the additional insureds in this coverage extension:
  - Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
  - 2. Only applies to the extent permitted by law; and
  - Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

#### **Broad Form Vendors Coverage**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II** — **WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

#### Incidental Malpractice

Subparagraph 2.a.(1)(d) under SECTION II — WHO IS AN INSURED is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

## SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

#### Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

- You, if you are an individual;
- 2. A partner, if you are a partnership;
- An "executive officer" or insurance manager, if you are a corporation;
- Your members, managers or insurance manager, if you are a limited liability company; or
- Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

#### Primary and Non-Contributory Provision

The following is added to Paragraph 4. Other Insurance, b. Excess Insurance under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

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

- The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6.

Representations under SECTION IV —

COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

#### Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. Transfer of Rights Of Recovery Against Others To Us under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

- Waive any right of recovery against that person or organization; or
- Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
- Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

#### Liberalization

The following condition is added to **SECTION IV** — **COMMERCIAL GENERAL LIABILITY CONDITIONS:** 

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV** — **COMMERCIAL GENERAL LIABILITY CONDITIONS:** 

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention.

However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

#### SECTION V — DEFINITIONS

#### Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition 14. "Personal and advertising injury":
  - "Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:
  - 1. Not done by or at the direction of:
    - a. The insured; or
    - Anyone considered an insured under SECTION II — WHO IS AN INSURED;

- Not done intentionally to cause harm to another person.
- Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
- Not arising out of any "advertisement" by the insured.

## B. The following definition is added to SECTION V — DEFINITIONS:

"Discrimination" means:

- Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

#### 17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

#### **Employee Amendment**

Definition 5. "Employee" under SECTION V — DEFINITIONS is deleted in its entirety and replaced by the following:

"Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

#### Golfing Facility

The following definition is added to **SECTION V** — **DEFINITIONS:** 

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

#### Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V** — **DEFINITIONS** is deleted in its entirety and replaced with the following:

 "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

#### Not-for-profit Member

The following definition is added to **SECTION V** — **DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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# Social Services ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY

CG 73 10 01 16

#### SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-4) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insured - Funding Source	Page 4
Cancellation Notification Extension (Other Than Nonpayment of Premium)	Page 4
Functional Additional Insureds	Page 3
Limited Rental Lease Agreement Contractual Liability	Page 3
Limited Legal Expense for Innocent Insureds (not applicable in New York)	Page 3
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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Copyright, 2015 Selective Insurance Company of America. All rights reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.  INSURED'S COPY	CG 73 10 01 16 Page 2 of 4

# Social Services ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY

CG 73 10 01 16

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **COVERAGES - Amendments**

## SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### **EXCLUSIONS**

## Limited Rental Lease Agreement Contractual Liability

The following is added to Exclusion b. Contractual Liability under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

- (3) At the Named Insured's request at the time of a claim, we will reimburse the Named Insured for damages arising out of "bodily injury" or "property damage" that the Named Insured is obligated to pay by reason of the assumption of liability in a written contract or written agreement regarding the rental or lease of a premises on behalf of the named insured's client.
  - a. The most we will pay under this exclusion exception is a sub-limit of \$50,000 per occurrence.
  - This exclusion exception only applies to a rental or lease agreement.
  - c. The insurance provided by this exclusion exception is excess over any other valid and collectible insurance available to the client, whether primary, excess, contingent or on any other basis.

## SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

#### Limited Legal Expense for Innocent Insureds

(This provision does not apply in the state of New York).

## The following is added under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- We will reimburse you, at your request, for reasonable and necessary defense costs, excluding any fines or penalties, that you incur in the defense of an "employee" who is directly involved in a criminal proceeding, but only if:
  - a. The acts out of which such criminal charges arise are alleged to have:
    - Arisen out of and in the course of your employment of the "employee"; and
    - (2) Taken place during the policy period and in the "coverage territory"; and
  - b. All the criminal charges are either dismissed with prejudice or your "employee" is found not guilty of all criminal charges by a court of law.

The most we will pay under this provision is a sub-limit of \$25,000, subject to an aggregate limit of \$25,000 for all reimbursements that we make during the policy period on behalf of all "employees", regardless of the number of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

#### SECTION II - WHO IS AN INSURED - Amendments

#### **Functional Additional Insureds**

**SECTION II - WHO IS AN INSURED** is amended to include as additional insureds:

- 1. Your officials;
- Your trustees;
- Your members;

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CG 73 10 01 16 Page 3 of 4

- 4. Your commission members:
- 5. Your agency members;
- 6. Your board members;
- 7. Your elective or appointed officers;
- Your insurance managers;

However, each only with respect to their liability for your activities or activities they perform on your behalf.

#### Additional Insured - Funding Source

**SECTION II - WHO IS AN INSURED** is amended to include as additional insureds:

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

- 1. Their financial control of you; or
- Premises they own, maintain or control while you lease or occupy that premises.

This insurance does not apply to:

- Any "occurrence" or offense which takes place after you cease to lease or occupy that premises; or
- Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

## SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS Amendments

#### Cancellation

With respect to the Commercial General Liability coverage provided by this policy, Subparagraph 2.b. under Paragraph A. Cancellation of the COMMON POLICY CONDITIONS is deleted in its entirety and replaced with the following:

b. 60 days (or the number of days required by law, whichever is greater) before the effective date of cancellation if we cancel for any other reason. OWNER:

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

**CONTRACTOR:** 

FULTON COUNTY, GEORGIA  DocuSigned by:  Robert L. Pitts, Chairman Fulton County Board of Commissioners	VENDOR NAME  Signed by: Name of Signatory: Bethanie Nikoue  Title of Signatory: VP of Finance, Admin & Op  137C216FDA40452  Authorized Signature
ATTEST:  Signed by:  Original Hum  EEC476C4837648D.  Tonya R. Grier Clerk to the Commission  (Affix County Seal)	ATTEST:  Docusigned by Name of 2nd Signatory:  Title of 2nd Signatory:  President  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:  Stanley Wilson, Director Fulton County Department of Community Development	
Please select RM or 2ND RM from the check RM  ITEM#:RM:	χ 2ND RM  ITEM#: 25-0398 2ND RM: 05/21/2025
REGULAR MEETING	SECOND REGULAR MEETING



#### **Certificate Of Completion**

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#### **Signer Events**

Dazon Dixon Diallo grants@sisterlove.org VP of Finance, Admin, & Ops

Security Level: Email, Account Authentication

(None)

#### **Signature**



Signature Adoption: Drawn on Device

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Dazon Dixon Diallo ddiallo@sisterlove.org

Founder/President

Security Level: Email, Account Authentication

(None)

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

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ID: 0dde02a0-7209-49ed-9e5e-a8a990101e78

Mark Hawks2

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

(None)

**Electronic Record and Signature Disclosure:** 

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Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

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Lauren Hansford

lauren.hansford@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

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David Lowman

David.Lowman@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 7/14/2025 3:30:46 PM ID: fec6b40b-7858-4407-9b9c-b38ae226a445

Nikki Peterson

nikki.peterson@fultoncountyga.gov

Chief Deputy Clerk to the Board of Commissioners

**Fulton County Government** 

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

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Robert L. Pitts

michael.oconnor@fultoncountyga.gov

**Fulton County** 

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

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Tonya Grier

tonya.grier@fultoncountyga.gov

Clerk to the Commission

**Fulton County** 

Security Level: Email, Account Authentication

(None)

**Signature** 

Stanley Wilson 5E4D76DFB4A0450..

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

Completed

Using IP Address: 74.174.59.4

Signed by:

David Lowman

Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4

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Robert L. Pitts BA715B1A26544E7.

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**Signer Events Signature Timestamp** Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4 Sent: 7/15/2025 1:29:23 PM Mark Hawks3 Completed mark.hawks@fultoncountyga.gov Viewed: 7/16/2025 4:06:48 PM Chief Assistant Purchasing Agent Signed: 7/16/2025 4:06:57 PM Using IP Address: 144.125.1.75 Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign In Person Signer Events **Signature Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Carbon Copy Events Status** Timestamp Sent: 6/30/2025 4:44:14 PM Atif Henderson COPIED Atif.Henderson@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign Cherie Williams Sent: 6/30/2025 4:44:15 PM COPIED cherie.williams@fultoncountyga.gov Resent: 7/16/2025 4:07:07 PM Fulton County Government Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign Carlos Thomas Sent: 6/30/2025 4:44:15 PM COPIED carlos.thomas@fultoncountyga.gov **Division Manager Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign Dian DeVaughn Sent: 7/16/2025 4:07:02 PM COPIED dian.devaughn@fultoncountyga.gov Viewed: 7/17/2025 4:43:28 PM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign **Witness Events Signature Timestamp Notary Events Signature Timestamp** 

Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	6/30/2025 4:44:15 PM	
Envelope Updated	Security Checked	7/1/2025 4:18:34 PM	
Envelope Updated	Security Checked	7/1/2025 4:18:34 PM	
Envelope Updated	Security Checked	7/1/2025 4:18:34 PM	
Certified Delivered	Security Checked	7/16/2025 4:06:48 PM	
Signing Complete	Security Checked	7/16/2025 4:06:57 PM	
Completed	Security Checked	7/16/2025 4:07:02 PM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

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

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