

#### 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 **Solomons Temple Foundation 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:** Homelessness

**CCSP Funding Priority(ies):** 

Children and Youth: Not Applicable

**Disabilities:** Not Applicable

**Economic Stability:** Not Applicable

Health and Wellness: Not Applicable

**Homelessness:** Permanent supportive housing options for individuals households who are chronically homeless...,Rapid Re-Housing These activities are designed to move homeless people quickly to permanent housing...,Transitional housing bridge housing options for homeless population affected by mental health...

Senior Services: Not Applicable

**Veterans Services:** Not Applicable

Solomons Temple Foundation Inc, The Emergency and Transitional Housing 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	O	Fulton County District of the program (Facility) location	District(s) of Fulton County Residents Served by the program (facility) location
Solomon's Temple Foundation	2836 Springdale Rd	Atlanta	GA	30315	5	1,2,3,4,5,6
Solomon's Temple Foundation, Inc.	2836 Springdale Rd.	Atlanta	GA	30315	5	5

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

**Solomons Temple Foundation Inc, The Emergency and Transitional Housing Program** will provide services to **250** clients that reside in Fulton County, with CCSP funding.

## Solomons Temple Foundation Inc, will provide the following activities and services in Fulton County with CCSP funding:

The Emergency and Transitional Housing Program supports essential services and housing relocation and stabilization services that target housing options for homeless individuals and families. The program aims to support and stabilize families while assisting them in their journey toward self-sufficiency and obtaining permanent housing.

STF operates one of the largest facilities in the Fulton County area. With 130 shelter beds available every day, the organization actively conducts outreach to provide emergency housing options to homeless women, including those with mental health challenges who may be hesitant to seek shelter or services. Initial engagement with STF involves a thorough needs assessment to pinpoint obstacles to employment and housing, connecting individuals to available benefits and resources. STF crafts a service plan for those advancing past assessment and ensures bi-weekly case management to maintain the trajectory toward securing permanent housing, accommodating any short-term departures from program housing.

The program at STF allows homeless families to reside in the shelter for up to 180 days while offering resources, referral services, and support that assist them in becoming self-sufficient. The goal is to secure and sustain employment that allows them to make a livable wage and gain access to permanent housing. Through Intensive Case Management and Family Coaching, STF works diligently to ensure that each client receives the proper service they need to build a road to self-sufficiency. STF partners with multiple agencies in the Atlanta area to provide complete wrap-around services for everyone on campus.

A critical component of the program model is case management and family coaching. STF staff are engaged with the women and children to provide guidance and assist them in navigating the available resources and services. Coaching staff meets with the residents on a weekly basis weekly to receive updates on their employment and housing needs. The participants complete a SWOT Analysis, SMART Goals, and a Self-Sufficiency plan that helps them to reach their goals.

The coaching staff provides general information about various housing programs and crisis intervention services, facilitates referrals, and serves as an advocate on behalf of the participants to assist them in securing services, entitlements, and support to reach their goals. They work diligently to refer them to STF's collaborative partners to increase the number of women receiving career and job readiness and assist

them in gaining access to employment opportunities in which they make a livable wage. STF extends after-school programming, childcare referrals, and youth service activities to include literacy, mentoring, and STEM programs for the children in the program. Family coaching/case management services are provided by the Case Manager, who works with parents to set goals and build a Self-Sufficiency Plan. The Case Manager helps families with screening, recruiting landlords willing to work in conjunction with the agency, and locating affordable housing opportunities to meet the needs of the client population. They also assist clients in reviewing leases, acclimating to housing, and meeting the financial requirements of security and rent. Families develop an individualized service plan during case management, linking the entire unit to wrap-around services such as education and employment, health, rapid-rehousing or permanent housing, including financial assistance, and workforce readiness. STF collaborates with community agencies, businesses, and staffing agencies to identify viable employment options for clients.

To achieve results, Solomon's Temple will conduct the following activities:

- -Conduct a comprehensive family assessment to identify critical factors that led to homelessness
- -Enroll clients in parenting skills, employability, career development, health and education, and academic achievement classes
- -Develop a family case plan in partnership with all family members based on the family assessment
- -Conduct weekly meetings to monitor and evaluate progress on goals, identify community resources, and coordinate services
- -Regularly meet with partner organizations to monitor and review service plans for families currently enrolled or attending programs after transitioning into permanent housing
- -Coordinate transportation for families to attend coordinated programs or visit referral agencies
- -Collaborate with parents and children to address service plan goals and objectives to remove barriers to securing permanent housing stability.

These activities will be accomplished through a coordinated effort between the Executive Director, the Case Manager, the Intake Coordinator, and the Workforce Development Coach to ensure STF provides all activities to each client. The Executive Director is directly responsible for staff training, mentoring, and coaching; monitors and regularly communicates project status to ensure progress toward completion and within agreed-upon timelines, budget, etc. The Case Manager, Intake Coordinator, and Workforce Development Coordinator are responsible for helping families/individual clients access social services and other essential resources. The Case Manager administers applicable assessments and/or incorporates

assessment data to identify and link clients to benefits and services that clients qualify for but have difficulty accessing.

Through the program, STF will impact the following Health and Human Services KPIs:

- · Number of residents who receive permanent supportive housing and support services.
- · Percent change in homeless population year over year.
- · Percentage of residents who experience food insecurity.

STF will also address the following CCSP funding priorities in the "Homelessness" service category:

- · Transitional housing options
- · Rapid Re-Housing
- · Permanent supportive housing options

#### Solomon's Temple Community Collaborative Relationships

- · Boyce L. Ansley School provides tuition-free early education programs for our youngest residents.
- · Atlanta Children's Shelter provides childcare for residents.
- · Atlanta Public Schools and Fulton County Schools provide onsite, after-school tutoring and support with certified math and reading teachers during the school year.
- · RestorationATL (RATL) provides academic enrichment activities to our youngest residents after school, during summer break, and holidays. RATL staff meet each child at the bus stop and provide a healthy snack, enrichment activities, and play.
- · Westside Works, Atlanta Children's Shelter's Hire-Up Program, and Atlanta Center for Self-Sufficiency provide job readiness training.
- · Community Friendship provides case management for individuals receiving PATH services and also provides referrals for permanent housing.
- · Nicholas House, Salvation Army, and PCCI provide leads for housing vouchers and other services.

- · Georgia Department of Behavioral Health & Developmental Disabilities provides referrals for mental health services.
- · MercyCare provides behavioral health services for residents and their children.
- · Links Atlanta Chapter provides program support financially and facilitates Financial Literacy sessions for program participants.
- · EM-PWR, Inc. and Looking Forward Counseling and Mentoring Services provide on-site counseling services.
- · United Way Mobile Care Advocacy Program and Partnership Against Domestic Violence (PADV) complete comprehensive housing assessments on-site to assist residents in obtaining permanent, stable housing.
- · Atlanta Center For Self Sufficiency provides women career training and financial literacy to build and grow financial capacity.

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

Based on the awarded amount of \$100,000.00, 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	\$2,064.35
Operational	\$4,222.65
Direct Services	\$35,000.00
Total	\$41,287.00

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

Administrative: \$5,000 (5%) is requested for the data collection and reporting costs associated with this grant.

Direct Services: \$95,000 is requested for direct services- Salaries.

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

Solomons Temple Foundation 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

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Health and Wellness: Not Applicable

Homelessness: Number of individuals placed in Permanent Supportive Housing, Number of individuals placed in Transitional Housing, Number of individuals whose barriers to self-

sufficiency are eliminated/reduced; paths to self-sufficiency created...

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:

Tracking and maintaining data is critical for evaluating the performance of Solomon's Temple program. It

provides objective evidence of progress and outcomes, enabling the organization to make informed

decisions, secure funding, and fine-tune services to meet better the needs of those they serve. Accurate data

collection and analysis are vital for transparency and for demonstrating the program's impact on supporters

and the community.

The organization utilizes a structured support schedule to guide each client through the program, ensuring

that their journey toward stability is carefully managed and consistently monitored. This schedule acts as a

roadmap for clients, delineating clear milestones and activities tailored to address their unique needs and

circumstances. It serves as a tool for both the clients and the staff, allowing for transparency in expectations and progress, and facilitates the delivery of targeted support, ensuring that every step taken is a strategic

move towards the ultimate goal of self-sufficiency and permanent housing. The supportive schedule is as

follows:

Month 1:

• Activities: Conduct a comprehensive family assessment to identify key factors that led to homelessness.

• Milestones: Completion of family assessments and initial intake processing.

Month 2:

· Activities: Enroll clients in parenting skills, employability, career development, health and education, and

academic achievement classes.

• Milestones: Successful enrollment of clients in all relevant classes and programs.

#### Month 3:

- Activities: Develop a family case plan with all family members based on the family assessment.
- Milestones: Finalization of personalized family care plans.

#### Month 4:

- Activities: Begin weekly meetings to monitor and evaluate progress on goals, identify community resources, and coordinate services.
- Milestones: Consistent engagement in weekly meetings and initial report of progress.

#### Month 5:

- Activities: Continue weekly meetings and begin regularly meeting with partner organizations to monitor and review service plans.
- Milestones: Mid-program review with partners and adjustment of service plans as needed.

#### Month 6:

- Activities: Consolidate progress, ensure transportation is coordinated for all necessary activities, and prepare for transition into permanent housing.
- Milestones: Completion of all program activities and preparation for graduation to permanent housing.

The Executive Director provides leadership, direction, and support to the lead family coach, family coaches, the children's advocate, and residential services advocates to deliver program services and monitor the effectiveness of all program services delivered to Fulton County residents. The organization tracks its success through client case files, excel spreadsheets, and the standard HMIS system in Georgia, ClientTrack. The Executive Director is responsible for ensuring data is entered into the Homeless Management Information System (HMIS) including:

- · Number of individuals served.
- · Percentage of adults who obtain employment.
- · Percentage of families who obtain childcare.
- · Number of families that transition to permanent housing.
- · Length of stay.
- · Number of adults that exit with a funded savings account.

- · Percentage of families that obtain behavioral health services.
- · Percentage of families that maintain permanent housing after 6 months.
- · Percentage of children who demonstrate an improvement in grades on interim reports and reports.

In 2024, Solomon's Temple will accomplish the following County defined metrics:

- · From January 1, 2024, to December 31, 2024, STF will place 125 homeless women in transitional housing.
- · From January 1, 2024, to December 31, 2024, STF will place 50 homeless women in permanent supportive housing.
- · From January 1, 2024, to December 31, 2024, STF will eliminate/reduce barriers to self-sufficiency and create paths to self-sufficiency for 125 homeless women.

STF will also report on the following agency-defined metrics:

- · From January 1, 2024, to December 31, 2024, STF will provide emergency shelter for 250 women and children.
- · From January 1, 2024, to December 31, 2024, STF will provide financial literacy and workforce development services to 100 women and 10 of-age youth.
- · From January 1, 2024, to December 31, 2024, STF will provide aftercare services for 100 youth.

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

STF will also report on the following agency-defined metrics:

- · From January 1, 2024, to December 31, 2024, STF will provide emergency shelter for 250 women and children.
- · From January 1, 2024, to December 31, 2024, STF will provide financial literacy and workforce development services to 100 women and 10 of-age youth.
- · From January 1, 2024, to December 31, 2024, STF will provide aftercare services for 100 youth.

#### **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 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 \$100,000.00.
- (b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.
- (c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.
- (d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in 2024 Consolidated Community Services Program 24RFP013124C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent

with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

#### ARTICLE IV - RECORD KEEPING

- (a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.
- (b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.
- (c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than <u>July 12, 2024</u> for the period January 1, 2024-June 30, 2024; and January 10, 2025 for the period July 1, 2024-December 31, 2024.
- (d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.
- (e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

Department of Community Development c/o: Youth and Community Services Division <a href="mailto:hsd.grants@fultoncountyga.gov">hsd.grants@fultoncountyga.gov</a>

137 Peachtree Street, SW Atlanta, Georgia 30303

To Contractor:

### Solomons Temple Foundation Inc 2836 Springdale Rd SW Atlanta, Georgia 30315

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

(b) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

#### **ARTICLE VIII - INSURANCE**

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance

limits are listed in the "Insurance and Risk Management Provisions" document, Attachment "A", with Fulton County, Georgia added as an "Additional Insured". The cancelation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

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

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

#### ARTICLE X - SUBCONTRACTING

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

#### **ARTICLE XI - ASSIGNABILITY**

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

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

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

#### **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.

Docusign Envelope ID: 36DEDBD0-3A25-4D99-A33F-454C84AB289F

#### STATE OF GEORGIA

#### **COUNTY OF FULTON**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-

10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with [insert name of prime contractor (Agency)] 5 Temple \_\_\_\_ on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,2 in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with 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. Pilot Program\* User Identification Number BY: Authorized Signature of Officer or Agent of Contractor Title of Authorized Officer or Agent of Contractor of Contractor Printed Name of Authorized Officer or Agent of Contractor Sworn to and subscribed before me this KORENAREUS GROOMS NOTARY PUBLIC County: Fulton County State of Georgia My Comm. Expires August 31, 2027 Commission Expires: 08

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

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

#### 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)] on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.				
919623 EEV/Basic Pilot Program* User Identification Number of Subcont	tractor			
Name of Sybcontractor (Individual/Agency)				
Oderie Hang ton				
BY: Authorized Signature Officer or Agent of Subcontractor    Contractor				
Printed Name of Authorized Officer or Agent of Subcontractor				
Sworn to and subscribed before me this 26 day of February	/, 20 <u>2</u> 4			
Notary Public: Kotonoveres Strooms				
County: Fulton	KORENAREUS GROOMS NOTARY PUBLIC Fulton County State of Georgia			
Commission Expires: 08 31 2027	My Comm. Expires August 31, 2027			

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

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



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/24/2024

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).

ting certificate does not come rights to the certificate moder in fied of such endorsement(s).					
PRODUCER		CONTACT NAME: Commercial Certificate Team			
Edgewood Partners Ins Center 1140 Avenue of the Americas, 8t	, FI	PHONE (A/C, No, Ext): 212-293-6222 FAX (A/C, No):			
New York NY 10036	'''	ADDRESS: Commercialcoi@epicbrokers.com			
		INSURER(S) AFFORDING COVERAGE	NAIC#		
	License#: CA #0B29370	INSURER A: Nonprofits Insurance Alliance of CA Inc	11845		
INSURED	SOLOTEM	ınsurer в : United States Liability Insurance Co	25895		
Solomon's Temple Foundation, Ir 3344 Peachtree Rd NE, Unit 3209		INSURER c : Service American Indemnity Company	39152		
Atlanta GA 30326		INSURER D:			
		INSURER E:			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 1508600020	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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  ISR   POLICY EFF   POLICY EXP							
INSR LTR	TYPE OF INSURANCE		WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY	Υ		202441444	5/1/2024	5/1/2025	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	OTHER:						Liquor Liability	\$ 1,000,000
Α	AUTOMOBILE LIABILITY			202441444	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
Α	X UMBRELLA LIAB OCCUR			202441444UMB	5/1/2024	5/1/2025	EACH OCCURRENCE	\$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 2,000,000
	DED RETENTION \$							\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SAACWC0003604	5/1/2024	5/1/2025	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$ 1,000,000
	OFFICER/MEMBEREXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A B	Property Employment Practices			CWB00145910941444 ND01572652G	5/1/2024 5/1/2024	5/1/2025 5/1/2025	BPP/Contents Liability Limit	\$31,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Fulton County Government, Its Employees, Servants and Agents are included as an Additional Insured under General Liability when required by written contract, but only as respects to claims arising out of the negligence of the Named Insured.

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

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

OWNER:	CONTRACTOR:
FULTON COUNTY, GEORGIA	VENDOR NAME Solomons Temple Foundation Inc.
DocuSigned by:	Signed by: Name of Signatory: Solomon Smallwood
Robert L. Pitts	Solomon Small Managadory: Board Chairman/Founder
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Authorized Signature
ATTEST:	ATTEST:
DocuSigned by:	DocuSigned by Name of 2nd Signatory: Valerie Hampton
Tonya R. Grier 	Valerie Hamptolad Signatory: Director
Tonya R. Grier Clerk to the Commission Signed by:	Second Authorized Signature
(Affix County Seal)	(Affix Corporate Seal, if applicable)
APPROVED AS TO FORM:	
Signed by:	
David Lowman	
Office of the County Attorney	
APPROVED AS TO CONTENT:	
DocuSigned by:	
Stanley Wilson 554D76DFB4A0450	
Stanley Wilson, Director	
Fulton County Department of	
Community Development	
Please select RM or 2ND RM from the chec	kbox
RM	X 2ND RM
ITEM#: RM:	ITEM#: 24-0350 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING



#### **Certificate Of Completion**

Envelope Id: 36DEDBD03A254D99A33F454C84AB289F Status: Completed

Subject: Please DocuSign: 2024 CCSP Contract-Solomons Temple Foundation Inc-BOC Agenda#24-0350

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 28 Certificate Pages: 7 AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Canada)

Signatures: 6 Initials: 0

**Envelope Originator:** Cherie Williams Stamps: 1 141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Cherie.Williams@fultoncountyga.gov

IP Address: 136.55.230.223

#### **Record Tracking**

Status: Original

9/4/2024 11:17:47 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Cherie Williams

Cherie.Williams@fultoncountyga.gov

Pool: StateLocal

Signature

Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

#### Signer Events

Solomon Smallwood

ssmallwood@solomonstempleinc.org Security Level: Email, Account Authentication

(None)

Signed by: Solomon Smallwood

21F4F2462F984CC

Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.20

#### **Timestamp**

Sent: 9/4/2024 11:48:47 AM Viewed: 9/4/2024 12:33:11 PM Signed: 9/4/2024 12:34:57 PM

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

Accepted: 9/4/2024 12:33:10 PM

ID: 82b913c5-653a-42d9-a333-22b9756aeb60

Valerie Hampton

vhampton@solomonstempleinc.org

Security Level: Email, Account Authentication

(None)

Valerie Hampton

Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.20

#### DocuSigned by:

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

Accepted: 9/4/2024 12:36:04 PM

ID: a66bb28b-aab1-4eef-93e4-1c938cfd6c62

Mark Hawks2

mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance

Security Level: Email, Account Authentication

(None)

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

Not Offered via DocuSign

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication

(None)

Completed

Stanley Wilson

Using IP Address: 45.20.200.178

Sent: 9/4/2024 12:36:32 PM

Sent: 9/4/2024 12:35:00 PM

Viewed: 9/4/2024 12:36:05 PM

Signed: 9/4/2024 12:36:29 PM

Viewed: 9/9/2024 1:19:55 PM

Signed: 9/9/2024 1:20:04 PM

Sent: 9/9/2024 1:20:07 PM

Viewed: 9/9/2024 1:39:13 PM Signed: 9/9/2024 1:39:18 PM

Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lauren Hansford	Completed	Sent: 9/9/2024 1:39:21 PM
lauren.hansford@fultoncountyga.gov		Resent: 9/18/2024 1:57:09 PM
Security Level: Email, Account Authentication (None)	Using IP Address: 74.174.59.10	Viewed: 9/19/2024 11:32:41 AM Signed: 9/19/2024 12:25:40 PM
Electronic Record and Signature Disclosure: Accepted: 9/19/2024 12:25:28 PM ID: 88057776-ce27-4455-af49-f50cfc7a0903		
David Lowman	Signed by:	Sent: 9/19/2024 12:25:43 PM
David.Lowman@fultoncountyga.gov	Varid Lowman	Viewed: 9/19/2024 12:29:54 PM
Security Level: Email, Account Authentication	0EC92EDADEFB4B8	Signed: 9/19/2024 12:44:38 PM
(None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 74.174.59.10	
Electronic Record and Signature Disclosure: Accepted: 9/19/2024 12:29:54 PM ID: a9ecf4a6-ab26-4d21-a886-9732cb3ee0a8		
Nikki Peterson	Completed	Sent: 9/19/2024 12:44:40 PM
nikki.peterson@fultoncountyga.gov		Viewed: 9/19/2024 12:56:05 PM
Chief Deputy Clerk to the Board of Commissioners	Using IP Address: 68.208.197.4	Signed: 9/19/2024 12:57:40 PM
Fulton County Government	Using if Address. 00.200.197.4	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts	DocuSigned by:	Sent: 9/19/2024 12:57:44 PM
michael.oconnor@fultoncountyga.gov	Robert L. Pitts	Viewed: 9/19/2024 12:58:40 PM
Security Level: Email, Account Authentication (None)	BA715B1A26544E7	Signed: 9/19/2024 12:58:45 PM
(NOTE)	Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tonya R. Grier	DocuSigned by:	Sent: 9/19/2024 12:58:47 PM
tonya.grier@fultoncountyga.gov	Tonya K. Grier	Viewed: 9/19/2024 5:37:03 PM
Clerk to the Commission	EEC476C4837648D	Signed: 9/19/2024 5:37:12 PM
Fulton County		
Security Level: Email, Account Authentication (None)		

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

Electronic Record and Signature Disclosure: Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

**Signer Events Signature Timestamp** Mark Hawks3 Sent: 9/19/2024 5:37:16 PM Completed mark.hawks@fultoncountyga.gov Viewed: 9/19/2024 5:53:24 PM Chief Assistant Purchasing Agent Signed: 9/19/2024 5:53:33 PM Using IP Address: 45.20.200.178 Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign **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 Sent: 9/4/2024 11:48:46 AM COPIED Atif.Henderson@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Cherie Williams Sent: 9/4/2024 11:48:46 AM COPIED cherie.williams@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Carlos Thomas Sent: 9/4/2024 11:48:47 AM 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 Sent: 9/19/2024 5:53:38 PM Dian DeVaughn COPIED dian.devaughn@fultoncountyga.gov 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** Hashed/Encrypted 9/4/2024 11:48:46 AM **Envelope Sent** Certified Delivered Security Checked 9/19/2024 5:53:24 PM

Envelope Summary Events	Status	Timestamps	
Signing Complete	Security Checked	9/19/2024 5:53:33 PM	
Completed	Security Checked	9/19/2024 5:53:38 PM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

#### CONSUMER DISCLOSURE

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

#### Getting paper copies

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

#### Withdrawing your consent

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

#### Consequences of changing your mind

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari <sup>™</sup> 3.0 or
	above (Mac only)
PDF Reader:	Acrobat® or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum
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