

# 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 **Leap for Literacy**, **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:** Children and Youth Services

**CSP Funding Priority(ies):** 

Children and Youth: 3. Programs addressing mental health depression stress trauma and anxiety among

youth and teens

**Disabilities:** Not Applicable

Economic Stability: Not Applicable

**Health and Wellness:** Not Applicable

**Homelessness:** Not Applicable

Senior Services: Not Applicable

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**Leap for Literacy, Inc., The Literacy Initiative** 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
Heritage Elementary	2600 Jolly Rd	Atlanta	GA	30349	5	5
Peachtree Christian Church	1580 Peachtree St NE, Atlanta, GA 30309	Atlanta	GA	30309	3	1,2,3,4,5,6
Leap for Literacy Library	6500 McDonough Rd, Suite A4	Norcross	GA	30093	NA	1,2,3,4,5,6

# **Approach and Design:**

**Leap for Literacy, Inc.,** The Literacy Initiative will provide services to **250** clients that reside in Fulton County, with CSP funding.

Leap for Literacy, Inc., The Literacy Initiative will provide the following activities and services in Fulton County with CSP funding:

Leap for Literacy addresses Children and Youth Services as an out-of-school program that helps raise school-aged youth's academic and social/behavioral levels. The Literacy Initiative addresses school-aged youth's academic and social/behavioral levels by providing positive reinforcement for daily acts of kindness through its programming. The Read n' Roll Program provides students at elementary Title One schools with age-appropriate books to increase interest in literacy, as most students in low-income neighborhoods don't have reading materials at home, or access to public libraries due to transportation constraints. Each student who receives a book must complete acts of kindness and reading minutes. This provides positive reinforcement for student's kind actions. This is an important part of the program because students typically do not receive recognition for acts of kindness during school hours; they are rewarded for high grades, not necessarily high character. Leap for Literacy aims to increase each student's love of reading, writing, and their fellow students.

The Literacy Initiative's Publishing Program is designed to provide innovative solutions to show students that literacy is not only fun but essential in life. The goal of the course is to inspire the next generation of authors. As a part of this program, current authors' books will become available to share with prospective students. This will expose them to the idea of sharing their own stories. Students who participate in an 8-week writing program will each receive a blank book to illustrate and narrate a story that they feel is important to share with the world. Leap for Literacy chooses students' books to be professionally illustrated and published.

The Publishing Program provides a creative outlet for students to express their thoughts and emotions, which has been shown to positively impact mental health. Writing allows young people to process difficult experiences, reducing stress and anxiety by providing a means for self-reflection and emotional release. Engaging in the creative process helps build resilience, offering a sense of accomplishment and control over their narrative. For youth dealing with trauma or depression, the act of writing can be therapeutic, promoting emotional healing and improving overall mental well-being. The Publishing Program empowers students to transform their experiences into stories, fostering both cognitive growth and emotional resilience.

Leap for Literacy has published over 150 student authors and intends to publish 50 more in 2025. This program is designed to show low-income students that literacy also provides a career path. Data USA shows only 6% of authors in the United States are African American. The project is designed to help encourage low-income African American students to pursue authorship as a viable career because most of these students don't realize there is a career path in literacy. Published books are available on Amazon and through our website. Royalties from the book sales are distributed to each author. This project will impact future generations of authors for years to come.

The organization is also committed to serving youths with disabilities. In 2021, Leap for Literacy partnered with The Exceptional Foundation of Atlanta to provide an eight-week writing course to 12 persons with disabilities and chose one of these books to be published. Each student with disabilities was partnered with a writing partner and developed their writing skills through the program. Leap for Literacy has published 6 books written by members of the Exceptional Foundation of Atlanta and will continue this partnership to provide services to people with disabilities in 2025.

Collaboration is essential to executing the Literacy Initiative. Partnerships with schools, other nonprofits, and businesses help us provide exceptional services to underserved children and create a collective impact to ensure they succeed to the best of their ability.

1. Boys and Girls Clubs of America has provided millions of children across America with services that ensure their success in the future. Boys and Girls Clubs of America partnered with Leap for Literacy to

- distribute books to underprivileged children in their program.
- 2. Atlanta Public Schools offers Leap for Literacy the ability to distribute books to Title 1 schools in their district through a referral program, such as Dunbar Elementary.
- 3. Line Creek Brewery partners with Leap for Literacy by conducting semi-annual book drives to help provide essential literacy tools for the children we assist.
- 4. Chick-fil-A Stone Mountain partners with Leap for Literacy by sponsoring authors in our Share Your Story program. Chick-fil-A has helped three of our student authors illustrate books.
- 5. The Zac Brown Band has been a key partner for Leap for Literacy. They donated the current Read n' Roll bookmobile in 2018, making it possible to provide over 7,000 books to 3,000 children in that time. The Zac Brown Band has also allowed Leap for Literacy to use their film crew to produce videos that can be found on the website professionally.
- 6. Kennesaw State College of Arts partners with Leap for Literacy by illustrating books written through the Publishing Program.
- 7. Fulton County Public Schools offers Leap for Literacy the ability to distribute books to Title 1 schools in their district through a referral program.
- 8. The Exceptional Foundation partners with Leap for Literacy to link the organization's writing program with The Exceptional Foundation's students.
- 9. Anyone Can Camps partners with Leap for Literacy to provide the Publishing Program as a part of their camp series, where students in the camp receive the blank book and partake in the writing course with the opportunity to have their book published.

The Literacy Initiative will address the following "Health and Human Services" Key Performance indicators:

- o Percentage of third through fifth graders who meet target reading levels.
- o Percentage of students overachieving each year.
- o Percentage of high school students who meet literacy requirements.

The Literacy Initiative will also address the following three funding priorities in the "Children and Youth Services" service category:

- o Programs addressing mental health, depression, stress, trauma, and anxiety among youth and teens
- o Out-of-school programs to help raise school-aged youth's academic and social/behavioral levels.
- o Programs focusing on milestone 2 of the My Brothers Keeper Alliance (Reading at Grade Level by Third Grade)

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

Based on the awarded amount of \$25,000.00, 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 (5% Admin max of total funds awarded.)	\$1,250.00		
Operational (25% Operational max of total funds awarded.)	\$0.00		
Direct Services	\$23,750.00		
Total	\$25,000.00		

## **Explanation of Funding Details:**

Leap for Literacy is requesting \$25,000 of the \$150,810 program budget for the Literacy Initiative. 5% of the request (\$1,250) will be allocated towards the contract's administrative costs. The remaining 95% (\$23,750) will be allocated

towards direct services. The direct services funding requested is as follows:

• 59% (\$23,750) of the \$40,000 Editory in Chief's salary.

The Literacy Initiative directly addresses the critical need for improved literacy and access to educational resources in low-income neighborhoods. With the requested CSP funding, the program can expand its reach and continue offering free services to students who otherwise lack access to age-appropriate books and academic support. Over the past two years, the initiative has successfully impacted over 500 students in Fulton County, providing them with the tools to build essential literacy skills and fostering positive social behaviors. This funding will allow the program to scale, enhancing its capacity to serve a larger number of students, especially in communities that face significant barriers to educational equity.

In the first reporting period, from January 1, 2025 to June 30, 2025, funds will be allocated as the following:

- \$1,250 in administrative costs related to reporting for this grant.
- \$15,000 in program costs. \$15,000 will be allocated towards salaries.

In the second reporting period, from July 1, 2025 to December 31, 2025, funds will be allocated as the following:

• \$8,750 in program costs. \$8,750 will be allocated towards salaries.

# **Program Performance Measures:**

Leap for Literacy, Inc. agrees to track and report program performance to the Fulton County **Department of Community Development.** 

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

Children and Youth: 2. Number of Elementary and middle schools' students meeting target reading level,3. Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,7. Number of boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...

**Disabilities:** Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

**Homelessness:** Not Applicable

Senior Services: Not Applicable

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

Leap for Literacy is in the process of transforming the virtual Read' N Roll into an app that will compile and report on these specific County defined KPIs:

- 1. Number of school-aged youth benefiting from Afterschool/ Out of School Program to help increase academic and social/behavioral levels.
- 2. Number of Elementary and middle school students meeting target reading level
- 3. Number of boys and young men benefiting from Milestone 2 of the My Brother's Keeper Alliance National Milestones (Reading at Grade Level by Third Grade)

Leap for Literacy will also report on the following metrics:

- 4. Number of books distributed to students.
- 5. Number of minutes read.
- 6. Number of Acts of Kindness
- 7. Number of new authors
- 8. Number of books professionally published, written by students.

The long-term goals of Leap for Literacy are:

- o Promote reading excitement and proficiency through book ownership.
- o Foster a love of writing through writing prompts and initiatives developed by LFL.
- o Create and spread prosocial behavior and positive social interactions by incentivizing acts of kindness.

The organization's long-term strategy is to make the app available nationwide and allow students to connect on a virtual platform nationwide. The app allows students to track their acts of kindness and to see what other acts of kindness are being performed by other students to help collaborate and innovate acts of kindness across the country. This strategy allows the organization to accomplish its long-term goals.

Lastly, positive character education will be measured through the "Kindness is Currency" program, which outlines specific acts of kindness that children can perform in their homes, classrooms, and communities. These acts of kindness will be counted through the app.

Through the program, students are given a book of their choosing when they complete the required number of reading minutes and acts of kindness. Students, teachers, and parents can log these actions on the Read n' Roll Dashboard, which are converted into Literacy and Kindness Coins. When the student earns enough coins, they can use their coins to purchase a book or a treasure box item once a month, earning up to 12 books and 12 treasure box items each year. Books are shipped to each student's home. This unique program removes potential financial and transportation barriers that

prevent many children from acquiring books while encouraging prosocial behaviors. Research shows that increased access to age-appropriate books in the home can significantly impact a student's education by:

- o improving reading comprehension
- o inspiring imagination
- o enhancing writing ability
- o expanding understanding of other cultures
- o strengthening concentration and memory
- o creating stronger decision-making skills

Kindness also contributes to a well-rounded student. As students partake in intentional acts of kindness, they experience greater life fulfillment, confidence, and a sense of belonging to their peers. Because kind acts help children feel better about themselves, they are more likely to think creatively and cognitively solve problems.

The application provides direct statistics to Leap for Literacy, making providing outcome impacts to stakeholders easier. Acts of kindness go into each student's "Coin Pack," so the student knows how much currency they have and how many more acts of kindness they need to do to "purchase" a book. LFL also collects data through intake forms, compiling data on a master Excel spreadsheet.

#### Timeline with Milestones:

June 2025 – Meet with three schools in Fulton County to implement the Literacy Initiative, ensuring each student has access to reading logs and acts of kindness worksheets. Begin onboarding students to the web-based app.

August 2025 – Distribute QR codes to students for easy access to the app, enabling them to register and participate in the program.

August-December 2025 – Students will use the app to track acts of kindness and reading. Each student who meets the required criteria will receive a book through the app, with an anticipated 1,000 books distributed to 125 students during this period.

January 2025 - December 2025 – Launch eight-week writing courses in partnership with the Share Your Story program and Fulton County schools. The courses aim to improve literacy skills, with one student selected per session to have their book professionally illustrated and published. The goal is to publish 50 student-authored books by year-end, impacting 1,000 students.

August 2025 – Meet with three additional schools in Fulton County to implement the Literacy Initiative. Ensure all students have registered for the app and are set up to participate.

September-December 2025 – Continue book distribution through the app, with an additional 1,000 books being distributed to 125 students. Monitor app usage and track the progress of students engaged in the Publishing Program.

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

Leap for Literacy will report on the following Agency-Defined Performance Measures:

- 1. Number of books distributed to students.
- 2. Number of minutes read.
- 3. Number of Acts of Kindness
- 4. Number of new authors
- 5. Number of books professionally published, written by students.

# 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 \$25,000.00.
- (b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.
- (c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.
- (d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in 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.

- (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 <a href="https://hst.grants@fultoncountyga.gov">hsd.grants@fultoncountyga.gov</a>
137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Leap for Literacy, Inc.
6500 McDonough Drive Suite A4
Norcross, Georgia 30093

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**

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 **Leap for Literacy, 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

	Leap for Literacy
Project No. and Project Title:	The Literacy Initiative

#### **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:

# 1755516

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

# **Leap for Literacy**

Authorized Officer or Agent (Name of Contractor)

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

# Stan Tucker

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

9th DAY OF MATCH 202

Notary Public

My Commission Expires: 05/18/2007

# 02/12/2021

**Date of Authorization** 

# **Executive Director**

Title (of Authorized Officer or Agent of Contractor)

03/04/2025

Date Signed



<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

	Leap for Literacy
Project No. and Project Title:	The Literacy Initiative

#### **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.

# 1755516

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

# Leap for Literacy

Authorized Officer of Agent (Name of Subcontractor)

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

# Stan Tucker

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

9th DAY OF March , 2025

My Commission Expires: 05/18/2027

# 02/12/2021

Date of Authorization

# **Executive Director**

Title (of Authorized Officer or Agent of Contractor)

03/04/2025

**Date Signed** 



<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) 05/16/2025

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 be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy certificate holder in lieu of such endors				ndorse	ement. A stat	tement on th	is certificate does not o	onfer i	rights to the
PRODUCER				CONTACT Dana Doster					
CHURCH MUTUAL INSURANCE COMPANY, S.I.				PHONE 770-843-8719 (A/C, No):					
3000 SCHUSTER LANE			E-MAIL ADDRE	ddaatarG	churchmutua				
MERRILL, WI 54452			ADDRE	33.		RDING COVERAGE		NAIC #	
WILINAILE, VVI 34432							NSURANCE COMPANY,	S.I.	NAIC#
INSURED				INSURE	RB:				
LEAP FOR LITERACY				INSURE	RC:				
6500 MCDONOUGH DRIVE				INSURE	RD:				
SUITE 4-A				INSURE	INSURER E:				
NORCROSS, GEORGIA 30093					RF:				
COVERAGES CER	RTIFIC	CATE	NUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	QUIRI PERT	EMEN AIN, CIES.	IT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' DED BY	Y CONTRACT	OR OTHER S DESCRIBE	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH THIS
LTR TYPE OF INSURANCE	INSD		POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT		
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,00	
CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	Ψ -	0,000
							MED EXP (Any one person)	\$ 10,000	
			0415139-25		05/16/2025	05/16/2026	PERSONAL & ADV INJURY	\$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,000,000	
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,00	00,000
OTHER:								\$	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
ANY AUTO							BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS			0415139-09	05/16	05/16/2025	05/16/2026	BODILY INJURY (Per accident)	\$	
HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
							,	\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$ 1,00	00,000
EXCESS LIAB CLAIMS-MADE			0415139-81		05/16/2025	05/16/2026	AGGREGATE	\$ 1,00	00,000
DED RETENTION \$								\$	
WORKERS COMPENSATION							PER OTH- STATUTE ER		
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0445400 07	05/16/202	05/40/0005	05/40/0000	E.L. EACH ACCIDENT	\$ 500	,000
			0415139-07		05/16/2025	05/16/2026	E.L. DISEASE - EA EMPLOYEE	\$ 500	,000
							E.L. DISEASE - POLICY LIMIT	\$ 500	,000
MANAGEMENT LIABILITY INCLUDES DIF OF \$1,000,000. SEXUAL MISCONDUCT/I	RECTO MOLE	ORS, STAT	OFFICERS AND TRUSTE FION IS ALSO INCLUDED	EES LIA WITH	ABILITY IS IN AN OCCURR	CLUDED IN ENCE LIMIT	THE POLICY WITH AN O		RENCE LIMIT
CERTIFICATE HOLDER CAN				CANO	ELLATION				
Fulton County Government, Its Employees, Servants & Agents 130 Peachtree Street, SW			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
100 1 00011100 01000, 011			IAUIHO	RIZED REPRESE	NIAIIVE				

**Suite 1168** 

Atlanta, Georgia 30303-3459

Dana Doster

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  Robert L. Pitts, Chairman  Fulton County Board of Commissioners	VENDOR NAME  Docusigned by Name of Signatory:  Sean S Hall  President,,,, Leap For Literacy  927E21662A9F47E  Authorized Signature
ATTEST:  Signed by:  Daupar Arm  EFC476C4837648D.  Tonya R. Grier  Clerk to the Commission  (Affix County Seal)	ATTEST:  Docusigned by Name of 2nd Signatory: Stan Tucker  Stan Juken Itile of 2nd Signatory: Executive Director  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:  DocuSigned by:  Stanley Wilson  Stanley Wilson, Director Fulton County Department of Community Development	
Please select RM or 2ND RM from the chec	OND DM
ITEM#: RM: REGULAR MEETING	X ZND KM  ITEM#: 25-0398



**Certificate Of Completion** 

Envelope Id: 40543B03-DF85-427D-97B2-BB7BF1581749

Subject: Please DocuSign: 2025 CSP Contract-Leap for Literacy, Inc.-BOC Agenda#25-0398

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 25 Certificate Pages: 7 AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

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

Canada)

Signatures: 6 Initials: 0 Stamps: 1

**Envelope Originator:** 

Status: Completed

Cherie Williams 141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Cherie.Williams@fultoncountyga.gov

IP Address: 172.56.71.183

**Record Tracking** 

Status: Original

6/17/2025 3:15:41 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Cherie Williams

Cherie.Williams@fultoncountyga.gov

Pool: StateLocal

Pool: Fulton County Government

Location: DocuSign

Location: Docusign

**Signer Events** 

Sean Hall

seanhall1987@gmail.com

Security Level: Email, Account Authentication

(None)

Signature

Signature Adoption: Drawn on Device

Using IP Address:

2601:c7:8400:c3a0:f8b0:7cf:9093:cb7f

**Timestamp** 

Sent: 6/17/2025 3:19:45 PM Resent: 6/18/2025 1:49:36 PM Resent: 6/20/2025 2:42:07 PM Resent: 6/23/2025 9:06:18 AM Resent: 6/24/2025 9:41:04 AM Viewed: 6/24/2025 10:44:35 AM

Signed: 6/24/2025 10:46:11 AM

**Electronic Record and Signature Disclosure:** 

Accepted: 6/24/2025 10:44:35 AM ID: 420cbf8d-0d52-4fe2-b053-ade7bf364b9d

Stan Tucker

stan@leapforliteracy.org

Founder

Leap For Literacy

Security Level: Email, Account Authentication

(None)

DocuSigned by: Stan Jucker 8F759CA063D649D..

Signature Adoption: Pre-selected Style Using IP Address: 173.75.208.221

Sent: 6/24/2025 10:46:13 AM Resent: 6/25/2025 1:06:00 PM Viewed: 6/27/2025 8:30:05 AM Signed: 6/27/2025 8:31:41 AM

**Electronic Record and Signature Disclosure:** 

Accepted: 6/27/2025 8:30:05 AM

ID: 393012df-67d0-41c8-9289-52b5ac7b4959

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

Completed

Using IP Address: 45.20.200.178

Sent: 6/27/2025 8:31:44 AM Viewed: 6/27/2025 12:22:50 PM Signed: 6/27/2025 12:23:00 PM **Signer Events** 

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Lauren Hansford

lauren.hansford@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 6/30/2025 9:15:49 AM

ID: e58c3dee-0d9e-4e6c-a203-fa45a6afcbda

David Lowman

David.Lowman@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 6/30/2025 9:17:54 AM ID: ff0f887e-2e6b-45d3-8141-ab292d592bbe

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:** 

Accepted: 11/27/2017 1:39:37 PM

ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Robert L. Pitts

michael.oconnor@fultoncountyga.gov

**Fulton County** 

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

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

Jsing IP Address: 74.174.59

Signed by:

David Lowman

-0EC92EDADEFB4B8

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

**Completed** 

Using IP Address: 166.137.19.31

--- Docusigned by:

Robert L. Pitts —BA715B1A26544E7...

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

-Signed by:

Dowyal Shun EEC476C4837648D...

Signature Adoption: Uploaded Signature Image

Using IP Address: 99.96.24.191

**Electronic Record and Signature Disclosure:** 

**Timestamp** 

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Signed: 6/30/2025 9:17:23 AM

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Signed: 6/30/2025 9:20:35 AM

Sent: 6/30/2025 9:20:37 AM

Resent: 7/1/2025 12:10:23 PM Viewed: 7/2/2025 4:29:00 PM Signed: 7/2/2025 4:29:20 PM

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Signed: 7/2/2025 4:34:39 PM

Sent: 7/2/2025 4:34:42 PM Viewed: 7/2/2025 7:06:25 PM

Signed: 7/2/2025 7:06:35 PM

Signer Events	Signature	Timestamp
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Mark Hawks3	Completed	Sent: 7/2/2025 7:06:39 PM
mark.hawks@fultoncountyga.gov	Completed	Resent: 7/3/2025 10:49:18 AM
Chief Assistant Purchasing Agent		Viewed: 7/3/2025 1:43:19 PM
Purchasing and Contract Complliance	Using IP Address: 45.20.200.178	Signed: 7/3/2025 1:43:24 PM
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	COPIED	Sent: 6/17/2025 3:19:44 PM
Atif.Henderson@fultoncountyga.gov Fulton County Government	COPIED	Viewed: 7/3/2025 1:48:09 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Cherie Williams	COPIED	Sent: 6/17/2025 3:19:44 PM
cherie.williams@fultoncountyga.gov	COPIED	Resent: 7/3/2025 1:43:31 PM
Fulton County Government Security Level: Email, Account Authentication		
(None)  Electronic Record and Signature Disclosure:  Not Offered via Docusign		
Carlos Thomas		Sent: 6/17/2025 3:19:45 PM
carlos.thomas@fultoncountyga.gov	COPIED	Viewed: 7/3/2025 1:59:48 PM
Division Manager		
Fulton County Government		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Dian DeVaughn	COPIED	Sent: 7/3/2025 1:43:27 PM
dian.devaughn@fultoncountyga.gov	COPIED	Viewed: 7/3/2025 1:48:55 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Witness Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps			
Envelope Sent	Hashed/Encrypted	6/17/2025 3:19:44 PM			
Envelope Updated	Security Checked	6/18/2025 1:49:35 PM			
Certified Delivered	Security Checked	7/3/2025 1:43:19 PM			
Signing Complete	Security Checked	7/3/2025 1:43:24 PM			
Completed	Security Checked	7/3/2025 1:43:27 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

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#### 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
Enabled Security Settings:	Allow per session cookies
	-

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

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