

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP053124C-MH

2024 VETERANS SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this **1st day of July 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 **Atlanta Center for Self Sufficiency**, **Inc.** (hereinafter referred to as "Contractor"), a corporation organized as a nonprofit, tax exempt 501(c) (3) or 501(c)(19) 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 August 21, 2024, BOC#24-0545.

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 07/01/2024, 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:

Veterans Services Program (VSP)

VSP Service Category:

Homeless and Housing

VSP Funding Priority(ies):

Health and Wellness:

Not Applicable

Homelessness and Housing:

1. Homelessness and Housing-Veterans Homelessness. Includes basic needs, goods and services, emergency financial services, rental assistance, home ownership, homeless services, and transitional and permanent housing...,2. Homelessness and Housing-Veterans Transitional Assistance. Includes housing, jobs, basic needs, disability assistance, and retirement...

Atlanta Center for Self Sufficiency, Inc., CareerWorks VETS will provide services at the following locations at specified times during the contract period of 07/01/2024 through 12/31/2024:

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

| Name of Program Site | Program Location (complete physical address) | City | Program State | Ü | Fulton County District of the program (Facility) location | District(s) of Fulton County Residents Served by the program (facility) location |
|-------------------------------------|--|---------|------------------|-------|---|--|
| Atlanta Center for Self Sufficiency | 18 WilliamHolmes Borders Dr.NE | Atlanta | Georgia | 30312 | 4 | 2,3,4,5,6 |

Approach and Design:

Atlanta Center for Self Sufficiency, Inc., CareerWorks VETS will provide services to 40 clients that reside in Fulton County, with VSP funding.

Atlanta Center for Self Sufficiency, Inc., CareerWorks VETS will provide the following activities and services in Fulton County with VSP funding:

Our CareerWorks VETS initiative directly addresses the priorities of the Homeless and Housing service category in the Veterans Transitional Assistance funding priority, which includes housing, jobs, basic needs, disability assistance, and retirement.

With our experience providing services to homeless individuals and families, Atlanta Center for Self Sufficiency maintains collaborative relationships with local agencies that provide services to homeless veterans, including all of the local emergency shelters and transitional housing programs; the local city and county workforce development offices, Georgia Department of Labor; Bureau of Prisons; as well as other state, county, and city agencies and non-profit organizations. We maintain a substantial partnership with the Veterans Administration in which our staff conduct direct outreach at the Fort McPherson location weekly to engage veterans seeking employment. We participate in local Stand Down events to outreach to veterans, as well as having developed relationships with veteran service liaisons throughout our local university system. Additionally, ACSS is a member organization in both the Atlanta Homeless Continuum of Care and Fulton Homeless Continuum of Care, which manage the Coordinated Entry Systems by which homeless individuals access services like housing and employment. ACSS has adopted an equitable, non-threatening and flexible outreach and engagement approach that offers various opportunities to recruit, assess, and assist veterans. Our goal with outreach and recruitment is to genuinely connect with veterans and offer the opportunity to build rapport and trust to encourage them to choose our program.

If awarded this grant we will provide training and employment services to homeless and at-risk veterans that are connected to in-demand occupations and lead to improvements in veterans' employment and housing status. Our services include career assessments, a job readiness training bootcamp, case management and career coaching (one-on-one career planning, life coaching, and résumé assistance), job placement assistance (job boards, weekly position listings, job fairs, and employer recruitment events), scholarships to credential-based vocational training opportunities, financial empowerment services (financial literacy workshops, one-on-one financial coaching, and savings incentives), digital skills workshops, one year of job retention support (case management and workshops), and various supportive services (transportation assistance, computer access, clothing, and phone access).

Specific services include:

- Individuals are referred to ACSS for assistance in obtaining training and employment. Referred
 individuals attend an orientation session to learn about program services and expectations for
 participation. Program intake also includes a personal interview and drug screen.
- We utilize the O*Net system to provide assessment information necessary for each individual to make career decisions based on skills, education and vocational background.
- Individuals participate in our Job Readiness Bootcamp which includes topics such as Effective Communication, Developing a Skill Set, Workplace Ethics, Task Management, Interview Techniques, Stress Management, Résumé Writing, Job Search Skills, Financial Management, and Interview Skills. Participates graduate at the end of the Bootcamp with increased job readiness and job retention skills.
- Individuals create resumes and practice interview skills via mock interview sessions with human resource professionals.
- Individuals create an Individual Development Plan to outline barriers and solutions to self-sufficiency, employment, and permanent housing.

- Individuals receive personalized case management, which includes life coaching, goal setting, referrals to mainstream benefits, résumé assistance, and career planning.
- Individuals are connected to vocational training certification programs within their career fields.
- Individuals have access to financial coaching and income supports to improve their financial stability.
- Job placement assistance is conducted through employer partnerships, online applications, job boards, weekly position listings, and virtual and in-person recruitment events.
- Offer digital skilling via the Northstar Digital Literacy platform in three main areas: Essential Computer Skills, Essential Software Skills and Using Technology in Daily Life. Workshops include Basic Computer Skills, Microsoft Office applications, and Career Search Skills.
- Transportation assistance is provided to attend job readiness training classes, vocational training, case management meetings, job interviews, and first-two weeks of employment.
- Supportive services include access to our clothing closet and computer lab, and referrals made for housing, medical services, legal services, educational opportunities, etc.
- Post-employment activities include continuing access to case management staff and supportive services to promote job retention and transition to permanent housing.
- Individuals have access to housing-related financial support to assist in securing permanent housing (security and utility deposits, short-term rental assistance, and utility payments).

Upon referral, participants attend course orientation and are interviewed by ACSS staff. Once accepted into the program, participants begin our Job Readiness Bootcamp. The course includes workshops covering effective communication, interview training, cultural diversity, teamwork and other key employment topics. Participants participate in another assessment through O*Net Online, a system that provides assessment information necessary for each individual to make career decisions based on skills, education and vocational background.

Each participant works with a success coach/case manager to create an Individual Development Plan, which outlines aptitudes, vocational interests and employment goals for the short (1 year) and long (5 year) term. Each participant is also connected with an Employment Specialist to help participants target employers, identify job and vocational training opportunities, and apply for open positions. We host two large annual job fairs and smaller bimonthly employer recruitment events during the year. Our vocational training opportunities are offered in partnership with experienced training partners including Construction Education Foundation of Georgia for construction careers; FAKS Allied Health Education Center for Certified Nursing Assistant, Basic and A+ Computer, Medical Coding & Billing, and Patient Care, Phlebotomy and Retail Pharmacy Technician certifications; Accession for Commercial Driver's License, Heavy Machinery, and Forklift certifications; and MedCerts for Medical Front Office and IT Support Specialist certifications.

As a designated LISC Financial Opportunity Center®, ACSS offers participants a variety of financial empowerment services including: financial literacy workshops; one-on-one financial coaching to help them establish budgets and improve their net income and credit scores; guidance to open bank accounts and access other financial products; connection to income supports and eligible benefits; and financial incentives to encourage increased savings.

Throughout the program, participants have access to supportive services including phones, professional clothing, computers, and housing support. Transportation assistance is provided to attend training, search for employment, and upon job attainment. We continue to support participants for 12 months beyond job attainment to encourage job retention and continued career development. Housing placement assistance may be available for qualified individuals who are seeking to enter permanent housing based on available funding. Housing-related financial assistance is offered based on eligibility, income verification, and an individual's capacity to sustain housing beyond our support.

CareerWorks VETS addresses the Key Performance Indicator to Support the vulnerable residents in our social services by impacting the number of people who receive permanent supportive housing and support services. Our program strives to increase the economic stability of homeless veterans by assisting them with increasing their life skills, job search skills, vocational skills, and job retention skills. On average, 65% of our participants succeed in finding employment and becoming more economically stable. We also help individuals in identifying and removing barriers to housing by helping them find employment to increase their ability to sustain permanent housing, as well as assisting with access to eligible mainstream benefits, including health care, food stamps, childcare, etc.

CareerWorks VETS directly addresses two funding priorities under the Homeless and Housing service category. We address these priorities as follows:

- 1. Veterans Homelessness Increase access to basic needs (clothing, food, benefits) and emergency financial assistance (inclusive of short-term hotel/motel stays, rental assistance, and utility payments to secure permanent housing).
- 2. Veterans Transitional Assistance Offer career coaching, job training and job placement assistance which leads to self-sufficiency; Offer digital literacy/training via the Northstar Digital Literacy platform in three main areas: Essential Computer Skills, Essential Software Skills and Using Technology in Daily Life.

ACSS strategically partners with several organizations to help accomplish our program objectives. Collaboration in this manner gives ACSS access to those most in need of our services and helps us to focus on our core competencies of job readiness and job placement. Our referral partners include the county's largest shelter and housing programs, including Hope Atlanta, Grady Hospital, Gateway Center, Partnership Against Domestic Violence, and Salvation Army; as well large service providers, i.e. the Veterans Administration and Department of Labor. Our vocational training opportunities are offered in partnership with experienced training partners including Construction Education Foundation of Georgia for construction careers; Training Expo for healthcare careers (Medical Assistant and Phlebotomy); Per Scholas for IT careers; Atlanta Technical College and Accession Distribution Training Center for Commercial Driver's License, Heavy Machinery, and Forklift certifications; MedCerts for Medical Front Office and IT Support Specialist certifications; and Goodwill of North Georgia for a new Electric Vehicle Service Tech training. Additionally, ACSS partners with Clark Atlanta University and Georgia State University to offer internship opportunities to Masters Level students in Social Work. Sample partner MOUs are included as an attachment.

Designation of VSP Funds:

Based on the awarded amount of \$35,000.00, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

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

Operational Expenditures- VSP 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- VSP 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 VSP 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 VSP Funding Award | Detailed Explanation of how the Funding Award will be Expended | | |
|---|-------------------------------------|--|--|--|
| Administrative (5% Admin max of funds awarded.) | \$1,500.00 | | | |
| Operational | \$3,600.00 | | | |
| Direct Services | \$29,900.00 | | | |
| | | | | |

Explanation of Funding Details:

Administrative: Portion of the salary and benefits for the Executive Director (\$1,500) Operational: Office space (\$3,600) Direct Services: Portion of the salary and benefits for the Director of Employment and Training (\$15,000); Portion of salary and benefits for Employment Relations Specialist (\$12,000); Client financial assistance for clothing, training/training supplies, short-term hotel/motel stays, rental assistance, and/or utility payments (\$1,500); and MARTA transportation assistance (\$1,400)

Program Performance Measures:

Atlanta Center for Self Sufficiency, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Health and Wellness:

Not Applicable

Homelessness and Housing:

2. Homeless and Housing-Number of Veterans assisted through rapid re-housing,5. Homeless and Housing-Number of Veterans whose barriers to self sufficiency are eliminated or reduced paths to self sufficiency created

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 VSP funding, during the funding period 07/01/2024 through 12/31/2024:

CareerWorks VETS seeks to support vulnerable residents in our social services by impacting the number of people who receive permanent supportive housing and support services. Our participants attain key job readiness skills, have a documented Individual Development Plan that outlines their short-term (1 year) and long-term (5 year) career goals, and

they are better prepared to obtain and retain employment. We measure the success of the program by tracking three key indicators – Bootcamp Completion, Job Placement, and Job Retention. Our Annual Key Performance Indicators include a 97% Graduation Rate, a 65% Job Placement Rate (average wage = \$17.38), and a 75% Job Retention Rate after 180 days.

CareerWorks operates on a year-round basis (January-December). Program outcome reports are compiled monthly and shared with staff, our Board of Directors and other stakeholders. Our data collection tools include intake/discharge data, case notes, Employment Verification forms, job retention reports, a Salesforce database system, and the statewide Homeless Management Information System (ClientTrack).

Throughout the funding period, we will measure the effectiveness of our program using the following County-defined performance measures under the Homelessness and Housing service category:

- 1. Number of Veterans whose barriers to self-sufficiency are eliminated/ reduced; paths to self sufficiency created. This will be measured by the number of veterans who enroll in the program and receive training/job development/employment services. Our target for this measure will be 40 individuals. This will be validated by Program Roster, Service Activity Reports and Case Notes.
- 2. Number of Veterans assisted through rapid re-housing. This will be measured by the number of veterans who receive assistance for clothing, food, and/or emergency financial assistance for housing (inclusive of short-term hotel/motel stays, rental assistance, and utility payments to secure permanent housing). Our target for this measure will be 5 individuals. This will be validated by Service Activity Reports and Case Notes.

Agency Defined Performance Measure(s):

Our Agency-defined performance measures will be:

- 1. Number of individuals who complete the Bootcamp with increased life, job readiness, and job search skills and a professional resume. Our target for this measure will be 35 individuals (88% of those enrolled). This will be validated by Class attendance rosters, Resume completion, and Case Notes.
- 2. Number of individuals who complete an Individual Development Plan with documented personal goals towards self sufficiency. Our target for this measure will be 35 individuals (88% of those enrolled). This will be validated by Individual Development plan completion and Case Notes.
- 3. Number of individuals who gain increase in wages. This will be measured by the number of individuals who attain employment. Our target for this measure will be 25 individuals (63% of those enrolled). This will be validated by Employment Verification Forms and Case Notes.

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 Veterans Services Program 24RFP053124C-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 (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 VSP funding may result in reimbursement of VSP 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 VSP 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 VSP funds for capital expenditures. (A "capital expenditure" is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of "capital expenditure" (e.g., children's story books, educational materials, games, puzzles, and flash cards).
- 12. Community Services Program funds must be expended by December 31st of the contract year. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor's failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

- (a) Fulton County agrees to pay Contractor a maximum sum of \$35,000.00.
- (b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the ful six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the full six months of compensation provided for by this Agreement. A failure by Contractor to submit the invoice for the full 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 Veterans Services Program 24RFP053124C-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>January 10</u>, <u>2025 for the period July 1, 2024-December 31, 2024.</u>
- (d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.
- (e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

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

hsd.grants@fultoncountyga.gov

137 Peachtree Street, SW

Atlanta, Georgia 30303

To Contractor:

Atlanta Center for Self Sufficiency, Inc. 18 William Holmes Borders Dr NE Atlanta, Georgia 30312

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 07/01/2024, 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 **Atlanta Center for Self Sufficiency, 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.

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

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

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:** Atlanta Center for Self Sufficiency, Inc. **FULTON COUNTY, GEORGIA** VENDOR NAME Name of Signatory: Dana Inman DocuSigned by: Dana Imahof Signatory: Robert L. Pitts President and CEO Robert L. Pitts, Chairman **Authorized Signature** Fulton County Board of Commissioners ATTEST: ATTEST: **Roderick Wyatt** DocuSigned by Name of 2nd Signatory: Tonya R. Grier Roberick Utyatt 2nd Signatory: **Deputy Director, Workforce Develope** Tonya R. Grier Second Authorized Signature Signed by: Clerk to the Commission (Affix County Seal) (Affix Corporate Seal, if applicable) APPROVED AS TO FORM: David Lowman Office of the County Attorney APPROVED AS TO CONTENT: DocuSigned by: Stanley Wilson, Director Fulton County Department of Community Development Please select RM or 2ND RM from the checkbox X 2ND RM 2ND RM: 8/21/2024 ITEM#: 24-0545 ITEM#: RM: **SECOND REGULAR MEETING REGULAR MEETING**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/29/2024

\$3,000,000

\$3,000,000

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.

| If | PORTANT: If the certificate holder SUBROGATION IS WAIVED, subject is certificate does not confer rights t | to th | e tei | rms and conditions of th | e policy, certaii ich endorsemer | policies may | | |
|--|---|--------------|-------|--------------------------|--|-----------------------------------|--|--------------|
| PRODUCER Edgewood Partners Insurance Center | | | | | CONTACT NAME: Certificate Unit PHONE (A/C, No, Ext): 404-781-1700 E-MAIL ADDRESS: certificate@epicbrokers.com | | | |
| Atla | anta GA 30328 | | | | NAIC# | | | |
| | | | | License#: 0B29370 | INSURER A : Phila | 18058 | | |
| INSURED ATLACEN | | | | | INSURER B: Continental Casualty Company 2 | | | |
| | anta Center for Self Sufficiency, Inc William Holmes Borders Sr. Drive N | | | | INSURER C: | | | |
| | enta GA 30312 | '- | | | INSURER D: | | | |
| | | | | | INSURER E: | | | |
| | | | | | INSURER F: | | | |
| CO | COVERAGES CERTIFICATE NUMBER: 2037256541 REVISION NUMBER: | | | | | | | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIC INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | CT TO WHICH THIS | | |
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | | POLICY NUMBER | POLICY E (MM/DD/YY | FF POLICY EXP YY) (MM/DD/YYYY) | LIMIT | s |
| Α | X COMMERCIAL GENERAL LIABILITY | Y | Υ | PHPK2691562001 | 6/30/202 | 4 6/30/2025 | EACH OCCURRENCE | \$1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$3,000,000 |
| | POLICY PRO- JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | \$3,000,000 |
| | OTHER: | | | | | | | \$ |
| Α | AUTOMOBILE LIABILITY | Y | Υ | PHPK2691562001 | 6/30/202 | 4 6/30/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | OWNED X SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | X HIRED X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ |

AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$1,000,000 N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$1,000,000 \$1M / \$3M Professional Liability PHPK2691562001 6/30/2024 6/30/2025 Each Incident / Agg.

PHUB863109014

6025571471

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Fulton County Government, to the extent required by written contract are additional insured on a primary and non-contributory basis with respect to general liability and auto liability. A waiver of subrogation applies in favor of the additional insureds to the extent required by written contract as allowed by applicable law with respect to general liability, auto liability and worker's compensation. 30-day notice of cancellation, except 10 days for non-payment of premium, applies to the extent required by written contract. Umbrella is follow form over the General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER CANCELLATION

> Fulton County Government - Purchasing Department 130 Peachtree Street, S.W., Suite 1168 Atlanta GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

EACH OCCURRENCE

STATUTE

AGGREGATE

AUTHORIZED REPRESENTATIVE

out

6/30/2024

6/30/2024

6/30/2025

6/30/2025

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UMBRELLA LIAB

WORKERS COMPENSATION

EXCESS LIAB

Χ

DED X RETENTION \$ \$10,000

OCCUR

CLAIMS-MADE

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor (Agency)]

Atlanta Center for Self Sufficiency

on behalf of Fulton County

Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with <u>Fulton County Government</u>, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the <u>Fulton County Government</u> at the time the subcontractor(s) is retained to perform such service.

96670

| EEV/Basic Pilot Program* User Identification Number |
|--|
| Atlanta Center for Self Sufficiency |
| Name of Contractor (Agency) |
| Ma K |
| BY: Authorized Signature of Officer or Agent of Contractor |
| CEO |
| Title of Authorized Officer or Agent of Contractor of Contractor |
| Dana Inman |
| Printed Name of Authorized Officer or Agent of Contractor |
| Sworn to and subscribed before me this 28 day of \sqrt{ne} , 2024 . |
| Notary Public: Was Holy About |
| County: 1-0(Syth |
| Commission Expires: $\frac{10/19/3}{2}$ |
| OR CONTROL OF THE CON |
| O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc. For explication of labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar 66,000 and standing when such contract is for service to be rendered by such individual. |
| 2*[Any of the electronic verification of work authorization programs operated by the United States Department of Hameland Sequeity as any |

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

#24RFP053124C-MH 2024 Veterans Services Program

Purchasing Forms & Instructions

Not applicable

STATE OF GEORGIA

COUNTY OF FULTON

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

FORM G: 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 ____ 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. EEV/Basic Pilot Program* User Identification Number of Subcontractor Name of Subcontractor (Individual/Agency) BY: Authorized Signature Officer or Agent of Subcontractor Title of Authorized Officer or Agent of Subcontractor Printed Name of Authorized Officer or Agent of Subcontractor Sworn to and subscribed before me this _____ day of _____ , 20 Notary Public: _____ County: _____ Commission Expires: _____

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

^{+*}[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 Completion

Envelope Id: 3092D6F2A5D74A01801C004A200C22CA Status: Completed

Subject: Please DocuSign: 2024 VSP Contract-Atlanta Center for Self Sufficiency, Inc.-BOC Agenda#24-0545

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: Carlos S. Thomas 141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

carlos.thomas@fultoncountyga.gov IP Address: 73.106.219.199

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Status: Original

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Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Carlos S. Thomas

carlos.thomas@fultoncountyga.gov

Pool: StateLocal

Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

Signer Events

Dana Inman

dana.inman@atlantacss.org

President and CEO

Security Level: Email, Account Authentication

(None)

Signature Signed by:

Dana luman C2C9CEDB4E3B42D

Signature Adoption: Pre-selected Style Using IP Address: 96.67.127.153

Timestamp

Sent: 9/3/2024 4:08:42 PM Viewed: 9/4/2024 10:58:53 AM Signed: 9/4/2024 10:59:18 AM

Electronic Record and Signature Disclosure:

Accepted: 9/4/2024 10:58:52 AM

ID: a1f230dd-a8da-4be2-8f18-b5bcbad148ca

Roderick Wyatt

roderick.wyatt@atlantacss.org

Security Level: Email, Account Authentication

(None)

Roderick Wyatt E46D681B4804B7

Signature Adoption: Pre-selected Style Using IP Address: 96.67.127.153

Sent: 9/4/2024 10:59:21 AM

Viewed: 9/4/2024 11:56:43 AM Signed: 9/4/2024 11:59:24 AM

Electronic Record and Signature Disclosure:

Accepted: 9/4/2024 11:56:43 AM

ID: 422ee036-e4aa-4851-80c5-fcc633d5a572

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

Using IP Address: 45.20.200.178

Sent: 9/4/2024 11:59:27 AM Viewed: 9/9/2024 1:23:36 PM

Signed: 9/9/2024 1:23:58 PM

Stanley Wilson

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

Sent: 9/9/2024 1:24:01 PM Viewed: 9/9/2024 1:39:52 PM Signed: 9/9/2024 1:40:00 PM **Signer Events** Signature **Timestamp Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 9/9/2024 1:40:03 PM Lauren Hansford Completed lauren.hansford@fultoncountyga.gov Resent: 9/13/2024 6:47:43 PM Security Level: Email, Account Authentication Viewed: 9/17/2024 10:22:50 AM Using IP Address: 24.99.91.51 (None) Signed: 9/17/2024 10:25:02 AM **Electronic Record and Signature Disclosure:** Accepted: 9/17/2024 10:22:50 AM ID: 57dabf5a-4d80-4601-ac22-824f33bb715b **David Lowman** Sent: 9/17/2024 10:25:06 AM David Lowman David.Lowman@fultoncountyga.gov Viewed: 9/17/2024 10:25:53 AM Security Level: Email, Account Authentication Signed: 9/17/2024 10:27:28 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 47.36.19.90 **Electronic Record and Signature Disclosure:** Accepted: 9/17/2024 10:25:52 AM ID: 3a57ea31-de20-436c-a83a-414d31c3daa9 Nikki Peterson Sent: 9/17/2024 10:27:31 AM Completed nikki.peterson@fultoncountyga.gov Viewed: 9/19/2024 1:27:53 PM Chief Deputy Clerk to the Board of Commissioners Signed: 9/19/2024 1:28:38 PM Using IP Address: 68.208.197.4 **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8 Robert L. Pitts DocuSigned by: Sent: 9/19/2024 1:28:42 PM Robert L. Pitts michael.oconnor@fultoncountyga.gov Viewed: 9/19/2024 1:48:31 PM Security Level: Email, Account Authentication Signed: 9/19/2024 1:48:38 PM (None) Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4 **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 9/19/2024 1:48:40 PM

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

Security Level: Email, Account Authentication (None)

DocuSigned by:

TOWYA K. Grick

EEC476C4837648D...

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

Viewed: 9/19/2024 5:06:00 PM

Signed: 9/19/2024 5:06:10 PM

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 5:06:15 PM Completed mark.hawks@fultoncountyga.gov Viewed: 9/19/2024 5:54:09 PM Chief Assistant Purchasing Agent Signed: 9/19/2024 5:54:09 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: 9/3/2024 4:08:40 PM 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: 9/3/2024 4:08:40 PM COPIED cherie.williams@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 9/3/2024 4:08:41 PM Carlos Thomas COPIED carlos.thomas@fultoncountyga.gov **Division Manager Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Dian DeVaughn Sent: 9/19/2024 5:54:13 PM 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 9/3/2024 4:08:40 PM **Envelope Sent** Certified Delivered Security Checked 9/19/2024 5:54:09 PM

| Envelope Summary Events | Status | Timestamps | | |
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| Signing Complete | Security Checked | 9/19/2024 5:54:09 PM | | |
| Completed | Security Checked | 9/19/2024 5:54:14 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 [™] 3.0 or |
| | above (Mac only) |
| PDF Reader: | Acrobat® or similar software may be required |
| | to view and print PDF files |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | Allow per session cookies |
| | |

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

Acknowledging your access and consent to receive materials electronically

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

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I
 consent to receive from exclusively through electronic means all notices, disclosures,
 authorizations, acknowledgements, and other documents that are required to be provided
 or made available to me by Carahsoft OBO Fulton County, Georgia during the course of
 my relationship with you.