

# 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 **Chattahoochee Nature Center, 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.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter

"Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor,

including this Agreement.

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

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

(d) This Agreement will remain in effect from 01/01/2025, 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: 2. In school Afterschool Out of School Programs to help bring up academic...

**Disabilities:** Not Applicable

**Economic Stability:** Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Chattahoochee Nature Center, Inc., Connecting Fulton County with Nature will provide services at the

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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
Chattahoochee Nature Center	9135 Willeo Road	Roswell	Georgia	30075	2	1,2,3,4,5,6
Maritza Morelli Community Education Center	120 Northwood Drive Suite 130	Atlanta	Georgia	30042	3	1,2,3,4,5,6
Mount Vernon School	471 Mount Vernon Hwy NE	Atlanta	Georgia	30342	3	1,2,3
Hapeville Elementary School	3440 N Fulton Avenue	Hapeville	Georgia	30354	6	5,6
Vickery Mill Elementary School	1201 Alpharetta Street	Roswell	Georgia	30075	2	1,2
Children's Development Academy	705 Bush Street	Roswell	Georgia	30075	2	1,2,3
Beyond Horizons Center (InCommunity)	3453 Buffington Center	Atlanta	Georgia	30349	5	5,6
Unlimited Possibilities Center (InCommunity)	1200 Old Ellis Road	Roswell	Georgia	30076	2	1,2,3

# **Approach and Design:**

Chattahoochee Nature Center, Inc., Connecting Fulton County with Nature will provide services to 425 clients

that reside in Fulton County, with CSP funding.

Chattahoochee Nature Center, Inc., Connecting Fulton County with Nature will provide the following activities and services in Fulton County with CSP funding:

CSP funding will allow CNC to partner with notable local organizations that serve Fulton County, strengthening existing partnerships. Due to updated budget, we will be seeking additional funding to match our CSP funds and potentially allow us to open up initiatives for fostering new connections that help engage residents with nature in their community. This facilitated programming approach will serve Fulton residents throughout the county, and many participants will engage with CNC programs multiple times over 2025. We strongly believe that repeat experiences provide a true sense of the connection with nature. Our proposed program is designed to help residents reach their educational potential through community services programming. CNC education programs help bring learning to life and engage learners of all ages in environmental education, science, art, and literacy.

CNC aims to increase participants' awareness of the world around them, nurture an interest in science and nature study, foster a sense of belonging and help every citizen recognize and reach their full potential. Throughout the year, Connecting Fulton County with Nature (CFCN) participants will experience a rich series of environmental education programs that occur both at CNC in Roswell, as well as at locations within participants' community.

This year, we have the fortune of strong partnerships with prior participating organizations who are looking expand their partnership. We will also bring programs to organizations who are connect those they serve with nature and have reached out about initiating new partnerships with CNC.

To ensure a quality experience for all participants we expect to reach, in addition to training on the environmental education curriculum that will be provided for the course of the year, CNC staff will receive additional training from community partners and experts at the start of the program lineup in early Spring 2025. Topics will include providing educationally interpretive programming, social-emotional wellness; providing programs and spaces that promote participation; addressing language barriers when working with Spanish-speaking and/or bilingual students, using inclusive language, etc. CNC will in turn provide training to partner organization staff on how to best further engage their participants in nature to create lasting, meaningful experiences.

CNC aims to provide partners with year-round programming designed to spark, strengthen, and foster their connection to the natural environment. The programming and curriculum are intended to provide multiple experiences throughout the year to promote participants' confidence, comfort in the outdoors, and to help them find joy in learning about nature and science. Additionally, participants will be exposed to healthy habits like taking part in outdoor activities that will increase their personal well-being. These activities and services will incidentally benefit any teachers, administration staff, and volunteers, as well as the students and their families participating in the programs.

Each partner involved in CSP programs will receive a series of programs with CNC that will truly engage and connect participants with nature. Through CFCN, our goal is to provide best-in-class, inclusive environmental

education programming to participants regardless of their background, race, economic status, ability, etc. Participants will not only discover an appreciation and awareness of nature but will also be exposed to personal wellness and encourage life-long learning and environmental stewardship. We believe repeated outdoor experiences at CNC and in their neighborhoods will increase their familiarity with being outdoors and allow them to develop a sense of place, leading to lasting benefits in their ever day lives. Students that participate in the program will be exposed to environmental education, science, art, and literacy, and will find joy in learning. We estimate that with the curriculum model and program lineup proposed, will provide approximately 1,000 experiences to over 425 individuals through the year. It is our goal that by participating in a CNC program, the majority of individuals will be more likely to participate in nature-based activities and outdoor recreation again in the future, improving their personal well-being, supporting their achievement in school, and increasing their engagement in their community.

Each partner will receive Outreach Programs that come to their location, and/or Onsite Programs delivered at CNC. Programs are led by CNC Education Staff and are age appropriate, interactive, and hands on. Best of all, each program includes an encounter with a CNC animal ambassador, often a favorite part of the programs. CNC will deliver a series of 2-5 programs depending on the partner organization's logistics and group sizes. Programs will begin as early as May as the school year wraps up, and will serve partners throughout the summer and into the latter half of 2025. All programs will be delivered by end of 2025.

<u>Naturalist-led Field Trips to CNC</u> – partner organizations will visit CNC for a field trip. Each experience will include a guided nature program led by a CNC staff naturalist, with a ratio of 1 naturalist for up to 25 students. This program will include a hike, engaging hands-on activities and an encounter with a CNC animal and will provide a fun and welcoming introduction to nature. Participants will also explore CNC's Wildlife Walk and Discovery Center, for a total experience of 3 hours per date. Partner organizations have their own transportation available, or will arrange for transportation.

Outreach to Partner Locations – CNC naturalists will deliver nature programs to partner organizations at their location. Children and adult participants will enhance their learning through age-appropriate activities, expand their vocabulary, and deepen their connection with nature. Each program will consist of hands-on activities, an animal encounter, and a nature-based arts and crafts project. Outreach programs run 1 hour each and serve approximately 30 students per naturalist.

<u>CNC Family Days</u> – During the Fall 2025, CNC will offer Family Days students and families of participating organizations, welcoming them to visit CNC at no cost to them. Reaching the family unit as a whole is an important part of our programming and the family days will be special, as many students will have previously visited CNC. Students will feel empowered to share nature with their families as they have been learning at CNC all year long, and will be excited to share what they have learned. Families will enjoy time in nature together in a welcoming environment that celebrates local flora and fauna.

No matter what the setting, students always get to experience one of CNC's native wildlife animals up close. Many participants will have the benefit of experiencing a multi-part series of programs with CNC, as multiple experiences in nature lead to greater comfort and increased wellbeing, as well as understanding and appreciation of

nature. We use a hands-on approach in all our activities including nature hikes, live animal demonstrations, and even nature journaling, during each session. Additionally, CNC will host staff training for partner organization educators, organization volunteers, and will provide continuing education to CNC education staff to be able to provide best-in-class programs for all individuals throughout the year.

#### Partnership Support & Expansion

CNC recognizes the importance of providing high-quality environmental education experiences to all children in the Fulton County community. This will offer on-site programming on campus at CNC, as well as bringing programing out to organization locations through outreach programs, working directly with established partners: Los Ninos Primero, Fulton County Junior District Attorney Program, and Children's Development Academy. Each of these three partners was part of CNC's 2024 CSP program, and has expressed interest to continue and even expand programming for 2025, reaching more students, expanding our connections with families, and enriching the program experience for each participant. The demand to partner with CNC is strong, and we are proud to foster long-term partnerships thanks to the support of the CSP program.

In addition to academic benefits, specifically within our partnership with the Junior DA Program, participants are exposed to positive, alternative activities that help address students in areas of high gang targeting and activity. CNC programs introduce students to mindfulness and the power nature has to heal, to relieve stresses, and promote personal well being.

Partnership Initiation – with the grant award update, this program is TBD depending on securing additional funding.

This will help CNC initiate new partnerships modeled after the work we have established with above noted partner organizations. Each organization in this program has expressed interest in working with CNC, and each organizations' unique mission furthers the work that the CSP funding will support – connecting people with nature who have experienced barriers to participation in nature-based programs – organizations like the Ellis Center, Champion's Place, InCommunity, FOCUS Camps, and others.

Within each program delivered, CNC will deliver post-program, age-appropriate surveys to participants to assess their engagement with nature. Younger learners will be asked to draw, write, or verbally tell CNC staff about their experiences. Older and adult participants will be offered a brief survey to capture their feedback and feelings about nature, and assess how likely they are to engage in a nature-based experience or outdoor recreation in the future.

As a result of participating in the CFCN program, participants will benefit in a few specific ways. Youth who attend programs will be engaged in high-quality programming outside of school hours in a controlled, educational environment that is affordable and convenient to parents. They will become part of a community that encourages finding joy in learning, fosters independence, and creates a safe space to grow into who they truly are. Adults will discover a sense of place, engage deeply with their local greenspaces, have an opportunity to recreate safely with their families and friends, and find an appreciation for the outdoors. Our goal is that the majority of participants will note they feel more engaged with nature, that they reflect positively on their experiences in nature, and that they are more likely to seek nature-based experiences in the future. With this funding, CNC and partners will be

able to tailor programs so that individuals will have repeat experiences with nature, creating lasting impacts that will enrich our Fulton communities and promote life-long learning and environmental stewardship.

The program aligns with the following KPIs:

1. Percentage of students over achieving each year

The program provides environmental education, literacy, science, and arts-based programming to over 425 individuals annually through field trips, outreach programs, and family engagement days. CNC's curriculum-based, hands-on learning approach fosters academic enrichment and personal development in children and youth.

The Connecting Fulton County with Nature program indirectly aligns with the following additional KPIs:

1. Prevent illness by engaging in healthier behavior

CNC's programs encourage outdoor physical activity and promote mental wellness through nature-based experiences.

The program provides mindfulness training and stress-relief techniques to participants, particularly within the Fulton Junior DA Program, helping at-risk youth develop healthy coping mechanisms and resilience.

2. Prevent health disparities by educating residents and connecting them to available resources

CNC is a community resource for all, and ensures equitable access to environmental education and outdoor experiences for underserved populations, particularly those in South Fulton and lower-income communities. Where transportation is a barrier, we bring programming to the community.

By removing barriers to access of these programs, including providing free programming and outreach to community centers, CNC helps create inclusive and accessible educational opportunities.

Alignment with CSP Funding Priorities

The program directly addresses CSP funding priorities under the selected Children & Youth Service funding category:

1. In school/ Afterschool/ Out of School Programs to help bring up academic and social/behavioral levels of school-aged youth (afterschool programming, enrichment programs, tutoring, mentoring, summer camps, camps during school breaks)

CNC provides high-quality, hands-on environmental education programs that align with state academic standards in science, literacy, and social-emotional learning.

The program expands learning beyond the classroom, offering structured enrichment opportunities that enhance academic performance, critical thinking, and problem-solving skills.

2. Ensure Safety and Justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth: (Truancy; Gangs; Student mobility and homelessness; Sexual activity; Vaping; Drug and alcohol abuse; Eating disorders; Cyberbullying and bullying; Juvenile Crimes; Violence in media and culture; Internet and social media addiction).

CNC's programs integrate nature-based wellness practices, helping participants reduce stress, increase self-confidence, and improve emotional resilience.

Activities such as guided hikes, nature journaling, and wildlife encounters encourage physical activity and socialemotional growth.

Indirectly, the program addresses CSP funding priority under Health & Human Services category:

1. Prevent illness and health disparities by educating and connecting individuals to available resources.

CNC prioritizes underserved communities, ensuring equitable access to nature-based programming for low-income families, diverse racial and ethnic groups, and individuals with disabilities.

CNC's programs encourage outdoor physical activity and promote mental wellness through nature-based experiences. The program includes targeted outreach to communities that have historically faced barriers to outdoor recreation and environmental education.

## **Designation of CSP Funds:**

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

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

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

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

Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that

funding is utilized as contracted.

Cost Category	<b>Designation of CSP Funding Award</b>
Administrative (5% Admin max of total funds awarded.)	\$1,065.00
Operational (25% Operational max of total funds awarded.)	\$0.00
Direct Services	\$28,935.00
Total	\$30,000.00

# **Explanation of Funding Details:**

CNC's fiscal year runs October - September. FY25 opened October 2024 and CNC's overall agency budget is strong. The requested funding would support less than 2% of CNC's overall revenue budget. Please see attached agency budget and audit in the other supporting documentation sections.

96.5% of the grant funds will be allocated towards direct services, including field trip fees, outreach program fees, program supplies, and facility space for trainings. 3.5% will be allocated for administrative support in the role of Outreach and Partnerships Specialist. CNC will seek additional support to be able to deliver cut programs. Some additional support will be funded through CNC's general operating support. The budget breakdown is below and is included in the attached supportive documentation.

Connecting Fulton County With Nature 2025	Funding Allocation	Description
Los Ninos Primero	\$15,025	Partnership Program
Training	\$0	Teacher Training, Teen Volunteer Training, CNC Staff Training
LNP Programs hosted at CNC	\$3,880	CNC facility rental plus admission for all attending: Teen Volunteer graduation, Mayors-Summer Reading Club, Holiday Showcase
Outreach Programs	\$11,145	Outreach Programs throughout the year: Summer Program, Saturday School, Afterschool Programs
Children's Development Academy	\$6,150	Partnership Program
Training	\$0	Teacher Training, CNC Staff training
CDA Programs hosted at CNC	\$1,000	CNC facility rental plus admission for all attending: Parent Workshops
Outreach Programs	\$5,150	Outreach Programs throughout the year: 1-2s, 3s, 4-5s
Fulton Junior DA Program	\$7,760	Partnership Program
Training	\$360	CNC staff training (reduced)

Onsite Programs	\$6,200	5 dates: 2 facilitated programs plus canoe experience per date
FDA Programs hosted at CNC	\$5,000	CNC facility rental
Supplies	\$1,200	Program Supply: Nature Journals
Minus additional leveraged support	-\$5,000	Additional funding source, pending confirmation
Community Partner Organizations	\$0	Approx 5 new partner orgs @ \$3000 ea or 10 @ \$1500 each
Outreach Programs	\$0	Value \$500 per outreach program session
Onsite Programs	\$0	Value \$500 per onsite program (at approx 28 students per group)
Family Visit Days	\$0	Multiple dates, free admission for all partnershop orgs
Administration (3.5%)	\$1,065	
TOTALS	\$30,000	

# **Program Performance Measures:**

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

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

**Children and Youth:** 3. Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...

**Disabilities:** Not Applicable

**Economic Stability:** Not Applicable

Health and Wellness: Not Applicable

**Homelessness:** Not Applicable

Senior Services: Not Applicable

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:

**County Defined Performance Measures** 

Connecting Fulton County with Nature program can positively impact the educational development and

environmental stewardship of participants by helping them discover the intricate connections between humans and the environment. Educational activities, hikes, and games help participants focus on how daily choices affect our environment, particularly where we get our drinking water, the Chattahoochee River. CNC's educational programming is curated to involve learners of all ages in age-appropriate activities that help them make real-world connections with ecology/science concepts, grow in character, and develop crucial life and problem-solving skills.

Our goal is to reach over 425 individuals, including students and their families, with over 1000 experiences, and we expect to reach this goal at 100%.

Within this goal, we aim to contact 325 individuals, both students and adults, with out-of-school programming that helps benefit youth achievement and helps address personal wellbeing and mental health. On average, each participant would have the opportunity to participate in at least 5 contacts with CNC over the course of the year. Repeat experiences prove to deepen the impact programs can have on individuals, enriching their knowledge, increasing their engagement in the classroom, as well as bettering their wellbeing and increasing their likelihood to return to nature in the future for recreation and leisure.

For students involved in the Fulton District Attorney Junior DA Program, we also will be able to engage them in activities that offer alternates to violence, crime, and gang activity. The Junior DA program's goal aligns 100% with this goal and CNC programs will support their mission. We expect to serve 100 individuals as part of this particular area of focus within the Community Education Program.

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

In addition to the goals stated above, we will deliver post assessments to participating individuals and will measure individuals' perceptions of nature using a Likert scale, with a goal of 90% of participants reflecting on their experiences over the course of the year as positive. We also expect that 90% of participants will reflect on their experiences and say that they feel they learned a lot about science and nature. Finally, we expect that 75% of participants will indicate that they are more likely to participate in future nature-based activities or outdoor recreation as a result of participating in the Connecting Fulton County with Nature program.

For younger participants, we will also collect drawings or verbal statements that reflect their feelings on the questions above. This alternate source of feedback will be utilized for those who may not be able to read or write.

Using a rubric, students' sketches will be assessed, looking at the number of elements (# of animals/plants, inclusion of water, sunlight, etc) that are included in their drawings, emotions drawings evoke, and their level of understanding of how they are part of nature and how they can make a difference. The overall goal is to show that participants feel empowered to be an engaged part of their community and their environment.

## ADDITIONAL REQUIREMENTS

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

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

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

#### Reporting

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

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

including, but not limited to age, race/ethnicity and gender.

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

## **Expenditure of Funds**

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

#### ARTICLE III - COMPENSATION FOR SERVICES

- (a) Fulton County agrees to pay Contractor a maximum sum of \$30,000.00.
- (b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.
- (c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including

the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in **2025 Community Services Program 25RFP020325C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.

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

#### ARTICLE IV - RECORD KEEPING

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

To Fulton County:

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

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

To Contractor:

Chattahoochee Nature Center, Inc.

# PO Box 769769 Roswell, Georgia 30076

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 <u>CAUSE</u>

- (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 **Chattahoochee Nature Center, 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.



# F. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

	4
Contractor's Name: Chattahooch	ee Nature Center
Project No. and Project Title:	
CONTRACTOR A	AFFIDAVIT
By executing this affidavit, the undersigned contractor 91, stating affirmatively that the individual, entity or performance of services on behalf of Fulton County Gov and uses the federal work authorization program compreplacement program, in accordance with the applit O.C.G.A. § 13-10-91.	corporation which is engaged in the physical vernment has registered with, is authorized to use monly known as E-Verify, or any subsequent
Furthermore, the undersigned contractor will continue throughout the contract period and the undersigned performance of services in satisfaction of such contaffidavit to the contractor with the information required by attests that its federal work authorization user identification follows:	ed contractor will contract for the physical tract only with subcontractors who present an by O.C.G.A. § 13-10- 91(b). Contractor hereby cation number and date of authorization are as
2/19272 Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	Date of Authorization
Althorized Officer or Agent (Name of Contractor)	
I hereby declare under penalty of perjury that the foregoing is true and correct	
Karen Ewing	UP Administration
Printed Name (of Authorized Officer of Agent of Contractor)	Title (of Authorized Officer or Agent of Contractor)  3 - 5 - 2 5
Signature (of Authorized Office or Agent)	Date Signed
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	TREWA!
5 DAY OF MAKENT, 20_	OTARY &
Multiple State Sta	[NOTARY SEAL] PUBLIC OF APRIL 14.20

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





# GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:		
Project No. and Project Title:		
1	FORM G: SUBCONTRA	ACTOR AFFIDAVIT
stating affirmatively that the indiv of services under a contract wit registered with and is participal verification of work authorization Security or any equivalent federal of Homeland Security to verify info	idual, firm or corporat th (name of contract ting in a federal won n programs operated I work authorization promation of newly hire (N), P.L. 99-603], in a	ctor verifies its compliance with O.C.G.A. 13-10-91, tion which is engaged in the physical performance for) on behalf of (name of public employer) has rk authorization program* [any of the electronic by the United States Department of Homeland program operated by the United States Department ed employees, pursuant to the Immigration Reform accordance with the applicability provisions and
Federal Work Authorization User I Number (EEV/E-Verify Company Number)		Date of Authorization
Authorized Officer of Agent		
(Name of Subcontractor)		
I hereby declare under penalty of perjury that the foregoing is true correct		
Printed Name (of Authorized Officer o	r Agent of Contractor)	Title (of Authorized Officer or Agent of Contractor)
Signature (of Authorized Officer or Ag	ent)	
SUBSCRIBED AND SWORN BEFOR	E ME ON THIS THE	
DAY OF	, 20	
 Notary Public		[NOTARY SEAL]
My Commission Expires:		

<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).

#### 128CHATTNAT

# ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2025

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

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

this definition does not define any rights to the definitione notice	in hea or such chaorsement(s).						
PRODUCER	CONTACT McGriff Certificate Team	CONTACT McGriff Certificate Team					
McGriff, a MMA LLC Company	PHONE (A/C, No, Ext): 770 533-4127 FAX (A/C, No):						
340 Jesse Jewell Pkwy Ste 103	E-MAIL ADDRESS: certificate@mcgriff.com						
Gainesville, GA 30501	INSURER(S) AFFORDING COVERAGE	NAIC #					
770 536-3311	INSURER A: Cincinnati Indemnity Company	23280					
INSURED	INSURER B: The Cincinnati Insurance Company	10677					
Chattahoochee Nature Center Inc PO Box 769769	INSURER C:						
	INSURER D:						
Roswell, GA 30076-8228	INSURER E:						
	INSURER F:						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SU	UBR /VD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S
	COMMERCIAL GENERAL LIABILITY	IIIOI II			,,,,,,,,	······	EACH OCCURRENCE	\$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
В	AUTOMOBILE LIABILITY			ENP0156973	08/24/2024	08/24/2027	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION \$							\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EWC034660709	08/24/2024	08/24/2025	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$500,000

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

**Other States Coverage** 

Proprietors/Partners/Executive Officers/Members Excluded:

Clarence Jackson, Chairman

John Mulcahey, Secretary

(See Attached Descriptions)

Fulton County Government -Purchasing Department 130 Peachtree Street SW Suite 1168 Atlanta, GA 30303-3459

# CANCELLATION

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

AUTHORIZED REPRESENTATIVE

3. C. W.

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<sup>\*\*</sup> Workers Comp Information \*\*

DESCRIPTIONS (Continued from Page 1)						
Middleton Thorne III, Treasurer Nick DiLuzio, Vice Chairman						
Deductible \$1500						
** Supplemental Name ** First Supplemental Name applies to all policies - Chattahoochee Nature Center Inc						
Nature Center Inc						



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/17/2025

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

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

certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
	CONTACT NAME:									
NAN INSURANCE GROUP, INC.	PHONE (A/C, No, Ext):	800-553-8368	FAX (A/C, No):	260-459-50	624					
	E-MAIL ADDRESS:									
	INSURER(S) AFFORDING COVERAGE				NAIC #					
	INSURER A:	MARKEL INSURANCE COMPANY								
INSURED	INSURER B:	MARKEL AMERICAN IN COMPANY	ISURANC	E						
	INSURER C:									
PO BOX 769769 ROSWELL. GA 30076	INSURER D:	ER D:								
	INSURER E:									
	INSURER F:									

COVERAGES CERTIFICATE NUMBER: C176264 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	Х	COMMERCIAL GENERAL LIABILITY	Υ		MKP0000501035001	8/24/2024	8/24/2025	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR				12:01 AM	12:01 AM	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000
	Х	SEXUAL ABUSE & MOLESTATION						MED EXP (Any one person)	EXCLUDED
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$5,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$5,000,000
		POLICY PROJECT LOC						BODILY INJURY TO PARTICIPANTS	
		OTHER:						PROFESSIONAL LIABILITY	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
		ANY AUTO						BODILY INJURY (Per person)	
	OWNED SCHEDULED AUTOS		UTOS ONLY SCHEDULED AUTOS					BODILY INJURY (Per accident)	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
В		UMBRELLA LIAB X OCCUR			MKX0000501035101	8/24/2024	8/24/2025	EACH OCCURRENCE	\$2,000,000
	Х	EXCESS LIAB CLAIMS-MADE				12:01 AM	12:01 AM	AGGREGATE	\$2,000,000
		DED RETENTION							
	ANY EXE	RKERS COMPENSATION EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/ CUTIVE OFFICER/MEMBER Y/N	N/A					PER STATUTE OTHER  E.L. EACH ACCIDENT	
	EXCLUDED? (Mandatory in NH)  If yes, describe under							E.L. DISEASE – EA EMPLOYEE	
	DES	CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	
	PARTICIPANT ACCIDENT							AD&D	
								Primary Medical	
								Excess Medical	
								Weekly Indemnity	
	_	· · · · · · · · · · · · · · · · · · ·							

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

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED BUT ONLY FOR LIABILITY CAUSED IN WHOLE, OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

#### **CANCELLATION**

FULTON COUNTY GOVERNMENT, ITS EMPLOYEES, SERVANTS AND AGENTS PURCHASING DEPARTMENT 130 PEACHTREE ST. S.W., STE. 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.

AUTHORIZED REPRESENTATIVE

Scott hurbered



AGENCY CUSTOMER ID:			
LOC #:			
CERTIFICATE:	C176264	DATE ISSUED:	

**ADDITIONAL REMARKS SCHEDULE** 

Page _	1	_ of _	1	

AGENCY	NAMED INSURED
K&K INSURANCE GROUP, INC.	CHATTAHOOCHEE NATURE CENTER
P.O. BOX 2338	PO BOX 769769ROSWELL, GA 30076
FORT WAYNE, IN 46801	
POLICY NUMBER	
SEE ACORD 25	
CARRIER	EFFECTIVE DATE
SEE ACORD 25	SEE ACORD 25

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: Acord25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE
MGL1918 – GEORGIA EARNED PREMIUM
MGL1922 – COMMERCIAL GENERAL LIABILITY PRIME ENHANCEMENT
CG2001 – PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION
CG2008 – ADDITIONAL INSURED – USERS OF GOLFMOBILES
CG2011 – ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES
CG2012 - ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR
AUTHORIZATIONS
CG2026 – ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
CG2028 – ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT
CG2034 – ADDITIONAL INSURED – LESSOR LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU
CG2147 – EMPLOYMENT – RELATED PRACTICES EXCLUSION
CG2165 – TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE
FIRE EXCEPTION
CG2167 – FUNGI OR BACTERIA EXCLUSION
CG2196 – SILICA OR SILICA – RELATED DUST EXCLUSION
CG2245 – EXCLUSION – SPECIFIED THERAPEUTIC OR COSMETIC SERVICES
CG2404 – WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US CG2407 – PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED
CG2410 - EXCESS PROVISION - VENDORS
CG2416 – CANOES OR ROWBOATS
CG2170 – CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
MGL - TERR - CONFIRMATION OF CERTIFIED ACTS OF TERRORISM COVERAGE - TERRORISM RISK INSURANCE AC

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:** 

	Classical National Control Transfer
FULTON COUNTY, GEORGIA	VENDOR NAME Chattahoochee Nature Center, Inc.
Robert L. Pitts	Docusigned by Name of Signatory: Natasha Rice  Third Signatory: President & CEO  A788DC2665064E5
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Authorized Signature
ATTEST:	ATTEST:
Signed by:	DocuSigned by Name of 2nd Signatory: Karen Ewing
Janepak Amin	EAVEN EWilla 2 2nd Signatory: VP Administration
Tonya R. Grier Signed by:	Second Authorized Signature
Clerk to the Commission (Affix County Seal)	(Affix Corporate Seal, if applicable)
APPROVED AS TO FORM:  Signed by:  David Lowman  OF CROSED AD FEB ABR	
Office of the County Attorney	
APPROVED AS TO CONTENT:  Docusigned by:  Starty Wilson  5E4D76DFB4A0450	
Stanley Wilson, Director Fulton County Department of Community Development	
Please select RM or 2ND RM from the check	kbox
RM	χ 2ND RM
ITEM#: RM:	ITEM#: 25-0398 2ND RM: 05/21/2025
REGULAR MEETING	SECOND REGULAR MEETING



#### **Certificate Of Completion**

Envelope Id: BDE8BB80-7E07-4EFE-911C-76924BB24BEC

Subject: Please DocuSign: 2025 CSP Contract-Chattahoochee Nature Center, Inc.-BOC Agenda#25-0398

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 28
Certificate Pages: 7
AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Canada)

Signatures: 6 Initials: 0 Stamps: 1 Envelope Originator: Cherie Williams

Status: Completed

141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Cherie.Williams@fultoncountyga.gov

IP Address: 166.137.175.12

**Record Tracking** 

Status: Original

6/24/2025 10:25:47 AM

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** 

Natasha Rice

n.rice@chattnaturecenter.org

President & CEO

Chattahoochee Nature Center, Inc.

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 6/24/2025 10:35:42 AM

ID: 34164cdb-7da6-4a53-9415-cdcd2decfd00

Karen Ewing

k.ewing@chattnaturecenter.org

Sr.Director of Finance and Human Resources

Chattahoochee Nature Center

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure: Accepted: 4/28/2022 3:11:34 PM

ID: 41765243-aed7-4ee5-bb4f-de257e15ead8

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

**Signature** 

Nuto B Riw A788DC2665064E5...

Signature Adoption: Drawn on Device Using IP Address: 12.51.106.130

Signed using mobile

Timestamp

Sent: 6/24/2025 10:30:17 AM Viewed: 6/24/2025 10:35:42 AM Signed: 6/24/2025 10:37:19 AM

DocuSigned by:

Signature Adoption: Pre-selected Style Using IP Address: 23.96.103.24

Sent: 6/24/2025 10:37:21 AM Resent: 6/25/2025 1:05:44 PM

Resent: 6/30/2025 11:46:16 AM Resent: 7/1/2025 12:11:27 PM Resent: 7/10/2025 10:20:59 AM Resent: 7/14/2025 2:07:01 PM

Viewed: 7/14/2025 3:29:29 PM Signed: 7/14/2025 3:30:31 PM

Completed

Using IP Address: 144.125.1.75

Sent: 7/14/2025 3:30:34 PM

Viewed: 7/16/2025 3:47:27 PM Signed: 7/16/2025 3:47:49 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

(None)

Security Level: Email, Account Authentication

**Electronic Record and Signature Disclosure:** 

Accepted: 7/21/2025 2:36:48 PM

ID: f74616c6-22e1-4b60-ae3a-5a0d104c7a11

**David Lowman** 

David.Lowman@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 7/21/2025 2:42:53 PM ID: 97ea8d4d-4e2e-4e3f-871a-dbf8ac8aa3ed

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

Using IP Address: 74.174.59.4

Signed by: David Lowman

Completed

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

Completed

Using IP Address: 68.208.197.4

Robert L. Pitts BA715B1A26544E7.

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

Signed by:

Jourgal Flow EEC476C4837648D.

Signature Adoption: Uploaded Signature Image

Using IP Address: 99.96.24.191

**Electronic Record and Signature Disclosure:** 

**Timestamp** 

Sent: 7/16/2025 3:47:52 PM Viewed: 7/16/2025 5:45:16 PM

Signed: 7/16/2025 5:45:29 PM

Sent: 7/16/2025 5:45:32 PM

Resent: 7/21/2025 12:33:03 PM Viewed: 7/21/2025 2:36:48 PM Signed: 7/21/2025 2:38:59 PM

Sent: 7/21/2025 2:39:02 PM Viewed: 7/21/2025 2:42:53 PM

Signed: 7/21/2025 2:43:45 PM

Sent: 7/21/2025 2:43:47 PM

Viewed: 7/21/2025 2:49:15 PM Signed: 7/21/2025 2:49:43 PM

Sent: 7/21/2025 2:49:46 PM Viewed: 7/21/2025 3:15:35 PM

Signed: 7/21/2025 3:15:44 PM

Sent: 7/21/2025 3:15:48 PM

Viewed: 7/21/2025 3:55:49 PM Signed: 7/21/2025 3:56:05 PM

**Signer Events** Signature **Timestamp** Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4 Sent: 7/21/2025 3:56:09 PM Mark Hawks3 Completed mark.hawks@fultoncountyga.gov Viewed: 7/23/2025 11:52:14 AM Chief Assistant Purchasing Agent Signed: 7/23/2025 11:52:18 AM Using IP Address: 134.231.232.249 Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign In Person Signer Events **Signature Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Carbon Copy Events Status** Timestamp Sent: 6/24/2025 10:30:16 AM Atif Henderson COPIED Atif.Henderson@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign Cherie Williams Sent: 6/24/2025 10:30:16 AM COPIED cherie.williams@fultoncountyga.gov Resent: 7/23/2025 11:52:26 AM Fulton County Government Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign Carlos Thomas Sent: 6/24/2025 10:30:16 AM COPIED carlos.thomas@fultoncountyga.gov **Division Manager Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign Dian DeVaughn Sent: 7/23/2025 11:52:22 AM COPIED dian.devaughn@fultoncountyga.gov Viewed: 7/24/2025 10:06:03 AM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign **Witness Events Signature Timestamp Notary Events** Signature **Timestamp** 

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/24/2025 10:30:16 AM
Certified Delivered	Security Checked	7/23/2025 11:52:14 AM
Signing Complete	Security Checked	7/23/2025 11:52:18 AM
Completed	Security Checked	7/23/2025 11:52:22 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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

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