

# **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 **On the Rise Community Development**, **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...

On the Rise Community Development, Inc., RISE to Resilience for US Veterans 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)	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
Main Office	299 Joseph E Lowery Blvd.	Atlanta	Georgia	30314	4	3,4,5,6

# **Approach and Design:**

On the Rise Community Development, Inc., RISE to Resilience for US Veterans will provide services to 70 clients that reside in Fulton County, with VSP funding.

On the Rise Community Development, Inc., RISE to Resilience for US Veterans will provide the following activities and services in Fulton County with VSP funding:

At On the Rise (OTR), homeless prevention services draw from a solution-focused approach grounded in the idea that near homeless veterans want to change their financial behaviors. They can direct the changes they most want to achieve and can actively work to practice and sustain their achievements. Financial coaches view them as being self-directed, resourceful, and creative problem solvers. They are encouraged to define what they do well and build on those strengths. The program staff will collaborate with local community groups to provide a homeless prevention program to help prevent low-income veterans from becoming homeless. The staff will offer a non-judgmental and safe learning environment where participants can develop trusting relationships with staff who can help them feel supported. The Department of Veterans Affairs (VA) reports that these interventions assist veterans in maintaining stable housing without barriers or preconditions. Supportive services are critical to helping Veterans find and retain housing. These services serve as a platform for achieving health, recovery, and economic success. Working with the veterans, On The Rise will identify ways to ensure the veterans have access to quality supportive health, mental health, and legal services alongside employment and housing financial assistance. On The Rise is working to significantly reduce the number of veterans who newly experience homelessness through enhanced homeless prevention efforts.

#### These include the following:

Financial One-to-One Counseling: On The Rise partners with a HUD approved counseling agency to help the veterans manage money and evaluate their financial needs. When it comes to financial education, there is no 'one-size-fits all' solution. Financial education content and delivery work best when adapted to specific participant needs. These are influenced by demographic factors (age, gender, marital status), geography, education and literacy levels, employment status, and life stages and events. Participants are also likely to a range of learning styles (e.g., visual, auditory, tactile) and preferred learning formats (e.g., workshops or one-on-one coaching). Our financial coaches are most effective when they meet participants where they are in their financial lives and adjust information and education to their needs. The homeless veterans will have by-weekly meetings with an OTR Financial Coach over the 6-month period.

Repair Coaching: Our financial coaches help people with low incomes and low or no assets and/or poor credit histories experience barriers to obtaining credit. Financial coaching enhances understanding about the legal and financial responsibilities of using credit, how to repair or build a credit history for the first time and access a credit score. But access to small loans or secured credit cards can also be important to building credit history and learning to manage debt more effectively if it has been a challenge in the past. Addressing financial issues related to debt can involve financial information or support to help the veterans to create a plan to reduce overall debt levels, understand one's rights when dealing with debt collectors and the pros and cons of bankruptcy. It can also help them to address certain anxiety-driven behaviors that can exacerbate the risk of accumulating debt (e.g., gambling, hoarding) and learn more about the drawbacks of high-risk loans and credit cards. Low-income people assisted in one-to-one counseling sessions. The numbers of sessions are set to meet the needs of the veterans.

**Financial Assistance:** On The Rise will offer a range of activities to prevent homelessness. Assistance is one activity to aid avert housing loss for households facing eviction or other housing threatening situations. Homelessness is a very undesirable condition, both for the people it affects and for society in general. Cash assistance to maintain housing including payments for utilities, rent, and other expenses. The organization will collaborate with other organizations for additional assistance to help the veterans.

**Employment assistance**: Aside from the fact that homelessness is a barrier, veterans experiencing homelessness often face multiple barriers to entry. The instability and uncertainty of homelessness can make it seem nearly impossible to find and sustain a job. Veterans with mental health challenges may find it hard to find a job that will accommodate their needs. If they do get a job, keeping that role may be difficult given the episodic nature of certain mental illnesses. Working with an OTR coach, together they review all the barriers and decide what employment opportunities are available.

# **Designation of VSP Funds:**

Based on the awarded amount of <u>\$25,000.00</u>, 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
Administrative (5% Admin max of funds awarded.)	
Operational	\$3,750.00
Direct Services	\$20,000.00
Total	\$25,000.00

# **Explanation of Funding Details:**

Administrative expenses: Funds used to oversee the project. These costs are 5% of the total grant. The total amount is \$1250.00 Operational expenses: funds used to conduct the project. These include office lease, office supplies and staff travel. The total cost is \$3,750.00. This represents 15% of the grant total. Direct service expenses - funds utilized to provide services directly to the project. These costs are salaries for financial coaches and any financial payments to the homeless veterans. The total cost is \$20,000. This represents 80% of the funding.

# **Program Performance Measures:**

On the Rise Community Development, 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:**

1. Homeless and Housing-Number of potential instances of homelessness prevented,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:

OTR Financial Coaches will input data into the Homeless Management Information System (HMIS). HMIS is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Using this data, OTR will be able to provide year-end, monthly, and quarterly reports.

# **Homelessness County defined performance measures:**

- Number of potential instances of homelessness prevented
- Number of Veterans whose barriers to self-sufficiency are eliminated/ reduced; paths to self-sufficiency created (Increase in income, access to cash or noncash mainstream benefits).

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

The agency objectives for the veteran homeless prevention program will be based on the program's outcomes and process objectives.

# **Agency defined performance measures:**

#### **Process Objectives:**

- P01. The number of low-income veterans who attended one-to-one financial coaching.
- P02. The number of low-income veterans attending one-to-one credit repair financial coaching sessions.
- P03. The number of low-income veterans receiving financial assistance.

#### **Program Outcomes**

- O01. Number of low-income veterans attending one-to-one financial coaching for 3 months or more.
- O02. Number of low-income veterans attending one-to-one credit repair financial coaching sessions for 60 days or more.

#### **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 31<sup>st</sup> of the contract year. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor's failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

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

- (a) Fulton County agrees to pay Contractor a maximum sum of \$25,000.00.
- (b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the 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:

On the Rise Community Development, Inc. 299 Joseph E. Lowery Blvd. Suite 200 Atlanta, GA, Georgia 30314

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 **On the Rise Community Development, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(b) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax

exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

# **ARTICLE VIII - INSURANCE**

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the "Insurance and Risk Management Provisions" document, Attachment "A", with Fulton County, Georgia added as an "Additional Insured". The cancelation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

# ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

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

# **ARTICLE X - SUBCONTRACTING**

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

#### ARTICLE XI - ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of Fulton County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at the County's sole

option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

# **ARTICLE XII - SEVERABILITY OF TERMS**

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

# ARTICLE XIII - PRECEDENCE OF AGREEMENT

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

# <u>ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY</u>

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:
FULTON COUNTY, GEORGIA  Docusigned by:  Robert L. Pitts  BA715B1A26544E7  Palent L. Ditts Chairman	VENDOR NAME On the Rise Community Development, Inc.  Docusigned byName of Signatory: Olivia D.A. Maxwell  Olivia Maxwell  Executive Director  OF3C80F7F27D412  Anthonized Signatory:
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Authorized Signature
ATTEST:  Docusigned by:  Tonya K. Grict  FFC476C4837648D	ATTEST:  Signed by: Name of 2nd Signatory: Chianti M. Harris  Unauti Hakkis 2nd Signatory: Operations Director
Tonya R. Grier Clerk to the Commission Signed by:	Second Authorized Signature
(Affix County Seal)	(Affix Corporate Seal, if applicable)
APPROVED AS TO FORM:  Signed by:  David Lowman  OEC92EDADEFB4B8  Office of the County Attorney	
APPROVED AS TO CONTENT:  Stanley Wilson  Stanley Wilson, Director Fulton County Department of Community Development	
Please select RM or 2ND RM from the check	
RM DAG	χ 2ND RM
ITEM#: RM:	ITEM#: 24-0545 2ND RM: 8/21/2024 SECOND REGULAR MEETING
REGULAR MEETING	SECUND REGULAR MEETING



# CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)** 08/30/2024

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

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

	-g				
PRODUCER		CONTACT NAME:			
Next First Insurance Agency, Inc. PO Box 60787		PHONE (A/C, No, Ext):	(855) 222-5919	FAX (A/C, No):	
Palo Alto, CA 94306		E-MAIL ADDRESS:	support@nextinsurance.com		
			INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A:	Next Insurance US Company		16285
INSURED		INSURER B:	National Specialty Insurance Company		22608
On the Rise Community Development, 299 Joseph F Lowery Blyd NW Ste 200	nt, Inc. 0	INSURER C:			
299 Joseph E Lowery Blvd NW Ste 200 Atlanta, GA 30314		INSURER D :			
		INSURER E :			
		INSURER F:			
COVEDACES	CEDITICIO ATE MUMBED, 05/062/196		DEVICION NU	MDED.	

COVERAGES CERTIFICATE NUMBER: 954962486 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	El Colono AND CONDITIONS OF SOCITI	ADDL SU		POLICY EFF	POLICY EXP		
LTR	TYPE OF INSURANCE	INSD W	VD POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$1,000,000.00
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000.00
						MED EXP (Any one person)	\$15,000.00
Α		X	NXTOJK0Y6C-03-GL	04/08/2024	04/08/2025	PERSONAL & ADV INJURY	\$1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000.00
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000.00
	OTHER:						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
	X UMBRELLA LIAB X OCCUR	Х	NXTOJK0Y6C-03-GL	04/08/2024	04/08/2025	EACH OCCURRENCE	\$ 1,000,000.00
Α	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 1,000,000.00
	DED RETENTION\$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER	
В	ANYPROPRIETOR/PARTNER/EXECUTIVE T/N	N/A	NXTYTBKHKZ-03-WC	04/08/2024	04/08/2025	E.L. EACH ACCIDENT	\$1,000,000.00
	(Mandatory in NH)		JW-CU-SANAGIIIANI	0-70072024	0-7,007,2023	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000.00
А	Professional Liability	x	NXTOJK0Y6C-03-GL	04/08/2024	04/08/2025		\$1,000,000.00 \$2,000,000.00

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

The Certificate Holder is Fulton County. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

#### **CERTIFICATE HOLDER**

Fulton County Fulton County Manager 141 Pryor St SW Atlanta, GA 30303

# CANCELLATION



Click or scan to view

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

an Ryan

9/6/24, 11:41 PM

Mail - Olivia Maxwell - Outlook

Please let me know if there are any questions.

Blessings, Olivia D.A. Maxwell Executive Director

#### Thank you!

#### Cherie Williams

Program Manager

Youth and Community Services Division | Department of Community Development

404-612-5348 (office) | 404-612-1109 (efax)

Connect with Fulton County:

Website | Facebook | Twitter | Instagram | FGTV | #OneFulton E-News

From: Isaac, Ann < Ann.Isaac@fultoncountyga.gov>

Sent: Friday, August 30, 2024 4:40 PM

To: Thomas, Carlos < Carlos. Thomas@fultoncountyga.gov >

Cc: Williams, Cherie < Cherie. Williams@fultoncountyga.gov >; Henderson, Atif

<a href="mailto:Atif.Henderson@fultoncountyga.gov">Atif.Henderson@fultoncountyga.gov</a>

Subject: FW: Scope Negotiation Complete/Vendor Codes - U Hope CDC, Another Chance and On The Rise

Good afternoon,

Just an update to request your review of the COI information for:

· On the Rise

I will await your response before going in to mark as scope completed.

Warm Regards,

#### Ann Isaac



Ann Isaac, MPA, CPM®

Program Manager Health &Human Services, Department of Community Development 404-613-0413 (office) 404-747-9239 (cell)

Connect with Fulton County:

Website | Facebook | Twitter | Instagram | FGTV | #OneFulton E-News

9/8/24, 11:41 PM

Mail - Olivia Maxwell - Outlook

FW: COI Waiver Request- On The Rise

Isaac, Ann <Ann.Isaac@fultoncountyga.gov>

Tue 9/3/2024 1:52 PM

To:Olivia Maxwell <omaxwell@OnTheRiseFC.org> Cc:Chianti Harris <charris@OnTheRiseFC.org> Good afternoon.

Please see below. Should you have any questions, please do not hesitate to contact me.

Warm Regards,

#### Ann Isaac



#### Ann Isaac, MPA, CPM®

Program Manager Health & Human Services, Department of Community Development 404-613-0413 (office) 404-747-9239 (cell) Connect with Fulton County:

Website | Facebook | Twitter | Instagram | FGTV | #OneFulton E-News

From: Williams, Cherie < Cherie. Williams@fultoncountyga.gov>

Sent: Tuesday, September 3, 2024 10:55 AM To: Isaac, Ann <Ann.Isaac@fultoncountyga.gov> Subject: RE: COI Waiver Request- On The Rise

Good morning Ann,

I am in receipt of On the Rise's auto liability waiver request letter (included below for context). The auto liability waiver is approved.

However, if the staff utilizes their personal vehicles for program/service delivery of the 2024 VSP-funded program a copy of each staff member(s) personal auto insurance policy is required with the COI document.

As evidence of the waiver, please ask the agency to attach this email to the COI as one document and upload it to WebGrants.

8/30/2024 Fulton County Fulton County Manager 141 Pryor Street, SW Atlanta, GA 30303

To whom it may concern,

Please accept this letter as a formal request for waiver of vehicle insurance. Our company does not operate any company vehicles, and as a result, does not carry such insurance.



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***************************************	The second secon		- memilien			
PRODUCER		CONTACT NAME:				
Next First Insurance Agency, Inc. PO Box 60787		PHONE (A/C. No. Ext)	(855) 222-5919		FAX (A/C, No):	
Palo Alto, CA 94306		E-MAIL ADDRESS:	support@nextinsurance.c	com		
			INSURER(S) AFFORDIN	NG COVERAGE		NAIC#
		INSURER A:	Next Insurance US Compa	any		16285
INSURED		INSURER B :	National Specialty Insurar	nce Company		22608
On the Rise Community Development, 299 Joseph E Lowery Blvd NW Ste 200		INSURER C :				
Atlanta, GA 30314		INSURER D :				
		INSURER E :				
		INSURER F :				
COVERAGES	CERTIFICATE NUMBER: 954962486		RE	EVISION NUM	IBER:	

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_	EXCLUSIONS AND CONDITIONS OF SUCH FOLICIES. LIMITS SHOWN MAY PAVE BEEN REDUCED BY FAID COAIMS.								
INSR LTR		TYPE OF INSURANCE		WVD		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	Х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$1,000,000.00
		CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$100,000.00
								MED EXP (Any one person)	\$15,000.00
Α			х		NXTOJK0Y6C-03-GL	04/08/2024	04/08/2025	PERSONAL & ADV INJURY	\$1,000,000.00
	GEN	VL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000.00
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000.00
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
		AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
$\Box$									\$
	Х	UMBRELLA LIAB X OCCUR	х		NXTOJKOY6C-03-GL	04/08/2024	04/08/2025	EACH OCCURRENCE	\$ 1,000,000.00
Α		EXCESS LIAB CLAIMS-MADE	l					AGGREGATE	\$ 1,000,000.00
$\perp$		DED RETENTION \$							\$
		EXERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	
В	ANY	PROPRIETOR/PARTNER/EXECUTIVE T/N	N/A		NXTYTBKHKZ-03-WC	04/08/2024	04/08/2025	E.L. EACH ACCIDENT	\$ 1,000,000.00
	(Man	idatory in NH)			INCITED TREE OF THE	04/00/2024	0 0 0 0 0 2 0 2 0	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00
$\perp$	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000.00
								Each Occurrence:	\$1,000,000.00
Α	Pro	fessional Liability	Х		NXTOJK0Y6C-03-GL	04/08/2024	04/08/2025	Aggregate:	\$2,000,000.00
$oxed{oxed}$	_			$oxed{oxed}$					

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CERTIFICATE HOLDER

Fulton County Fulton County Manager 141 Pryor St SW Atlanta, GA 30303



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AUTHORIZED REPRESENTATIVE

CANCELLATION

an Ryon

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# FW: COI Waiver Request- On The Rise

# Isaac, Ann < Ann. Isaac@fultoncountyga.gov>

Tue 9/3/2024 1:52 PM

To:Olivia Maxwell <omaxwell@OnTheRiseFC.org> Cc:Chianti Harris <charris@OnTheRiseFC.org>

Good afternoon,

Please see below. Should you have any questions, please do not hesitate to contact me.

Warm Regards,

# Ann Isaac



Ann Isaac, MPA, CPM®

Program Manager Health &Human Services, Department of Community Development 404-613-0413 (office) 404-747-9239 (cell) Connect with Fulton County:

Website | Facebook | Twitter | Instagram | FGTV | #OneFulton E-News

From: Williams, Cherie < Cherie. Williams@fultoncountyga.gov>

**Sent:** Tuesday, September 3, 2024 10:55 AM **To:** Isaac, Ann <Ann.Isaac@fultoncountyga.gov> **Subject:** RE: COI Waiver Request- On The Rise

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8/30/2024 Fulton County Fulton County Manager 141 Pryor Street, SW Atlanta, GA 30303

To whom it may concern,

Please accept this letter as a formal request for waiver of vehicle insurance. Our company does not operate any company vehicles, and as a result, does not carry such insurance.

Please let me know if there are any questions.

Blessings, Olivia D.A. Maxwell Executive Director

#### Thank you!

# **Cherie Williams**

Program Manager
Youth and Community Services Division | Department of Community Development
404-612-5348 (office) | 404-612-1109 (efax)
Connect with Fulton County:
Website | Facebook | Twitter | Instagram | FGTV | #OneFulton E-News

From: Isaac, Ann < Ann. Isaac@fultoncountyga.gov >

Sent: Friday, August 30, 2024 4:40 PM

To: Thomas, Carlos < Carlos. Thomas@fultoncountyga.gov >

Cc: Williams, Cherie < <a href="mailto:Cherie.Williams@fultoncountyga.gov">Cherie.Williams@fultoncountyga.gov</a>; Henderson, Atif

<a href="mailto:</a><a href="mailto:Atif.Henderson@fultoncountyga.gov">

Subject: FW: Scope Negotiation Complete/Vendor Codes - U Hope CDC, Another Chance and On The Rise

Good afternoon,

Just an update to request your review of the COI information for:

· On the Rise

I will await your response before going in to mark as scope completed.

Warm Regards,

# Ann Isaac



Ann Isaac, MPA, CPM®

Program Manager
Health & Human Services, Department of Community Development
404-613-0413 (office)
404-747-9239 (cell)
Connect with Fulton County:

Website | Facebook | Twitter | Instagram | FGTV | #OneFulton E-News

# On The Rise Community Development Inc.

8/30/2024

Fulton County Fulton County Manager 141 Pryor Street, SW Atlanta, GA 30303

To whom it may concern,

Please accept this letter as a formal request for waiver of vehicle insurance. Our company does not operate any company vehicles, and as a result, does not carry such insurance.

Please let me know if there are any questions.

Blessings, Olivia D.A. Maxwell Executive Director

**Purchasing Forms & Instructions** 

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

#### **Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.

Form F must include name of agency, EEV number, Signature & Notary.

If applicable, Form G must include name, EEV number, and Signature of subcontractor.

**Upload 1**-Via Purchasing Bid page - BidNet Direct: https://www.bidnetdirect.com/georgia/fultoncounty

(Note: You will be required to set up a FREE registration with BidNet Direct to use the upload feature)

**Upload 2** -Via WebGrants under 2024 VSP Eligibility Requirements: <a href="https://fulton.dullestech.net">https://fulton.dullestech.net</a>

To Complete Fillable Form - Please enter the all required information.

- ✓ Press "TAB" key to navigate easily through the form \*once you enter your Agency name, it will repopulate throughout the form.\*
- ✓ Save as: "Form F Agency Name" as a .pdf version.
- ✓ Print for Signature and Notary.
- ✓ Scan and upload to WebGrants as directed above in "Upload 1 and Upload 2"

#### STATE OF GEORGIA

#### **COUNTY OF FULTON**

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

By executing this affidavit, the undersigned contractor verifies 10-91, stating affirmatively that the individual, firm or corporation performance of services <sup>1</sup> under a contract with <b>[insert name</b> On the Rise Community Development, Inc.	n which is engaged in the physical				
Government has registered with and is participating in a federa accordance with the applicability provisions and deadlines esta	al work authorization program*,2 in				
The undersigned further agrees that, should it employ or conconnection with the physical performance of services to the <b>Government</b> , contractor will secure from such subcontractor(s) with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provisubstantially similar form. Contractor further agrees to maintain provide a copy of each such verification to the <b>Fulton Cour</b> subcontractor(s) is retained to perform such service.	is contract with <u>Fulton County</u> ) similar verification of compliance ded in Rule 300-10-0108 or an records of such compliance and				
1637164					
EEV/Basic Pilot Program* User Identification Number					
On the Rise Community Development, Inc.					
Name of Contractor (Agency)					
+ DW Jasunge					
BY: Authorized Signature of Officer or Agent of Contractor					
Executive Director					
Title of Authorized Officer or Agent of Contractor of Contractor					
Olivia D.A.Maxwell					
Printed Name of Authorized Officer or Agent of Contractor					
Sworn to and subscribed before me this day of	, 20 <u>24</u>				
Notary Public: Chianti Harris	WANTI WAY				
County: Fulton County, GA	NOTAS)				
Commission Expires:December 13, 2027	P O BLIC				
heart M Harry					

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

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

#24R	FP053124	С-МН	
2024	<b>Veterans</b>	Services	<b>Program</b>

Purchasing Forms & Instruction	tions
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#### STATE OF GEORGIA

#### **COUNTY OF FULTON**

#### FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with [insert name of prime contractor (Agency)] Not applicable 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:

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

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



#### **Certificate Of Completion**

Envelope Id: 4807FC84CB1247BCACEAC9698702AC3C Status: Completed

Subject: Please DocuSign: 2024 VSP Contract-On the Rise Community Development, Inc.-BOC Agenda#24-0545

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 31Signatures: 6Envelope Originator:Certificate Pages: 7Initials: 0Carlos S. ThomasAutoNav: EnabledStamps: 1141 Pryor Street

**Envelopeld Stamping: Enabled** 

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

Canada)

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

carlos.thomas@fultoncountyga.gov

IP Address: 166.137.19.38

#### **Record Tracking**

Status: Original

10/2/2024 4:11:45 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Carlos S. Thomas

No. - 1 - 04 - 4 - 1 - 1 - 1

Pool: StateLocal

Pool: Fulton County Government

carlos.thomas@fultoncountyga.gov

Location: DocuSign

Location: DocuSign

#### **Signer Events**

Olivia Maxwell

omaxwell@ontherisefc.org

**Executive Director** 

On the Rise Community Dev

Security Level: Email, Account Authentication

(None)

Signature

DocuSigned by:

Olivia Mazwell —0F3C80F7F27D412...

Signature Adoption: Pre-selected Style Using IP Address: 24.98.124.118

#### **Timestamp**

Sent: 10/2/2024 4:17:32 PM Viewed: 10/2/2024 4:53:05 PM Signed: 10/2/2024 4:53:41 PM

# Electronic Record and Signature Disclosure:

Accepted: 10/2/2024 4:53:05 PM

ID: fe5211a4-f4d0-4d47-9682-80f86b0bf500

Chianti Harris

charris@ontherisefc.org

Security Level: Email, Account Authentication

(None)

—signed by: Llianti Harris

—B0E86043E166432...

Signature Adoption: Pre-selected Style Using IP Address: 24.99.26.252

—BUE80043E100432...

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

Accepted: 10/2/2024 6:51:15 PM

ID: 2520984c-37c7-4e75-b99b-66a7ecdcdbad

#### 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

Completed

Using IP Address: 45.20.200.178

Sent: 10/2/2024 6:51:46 PM

Sent: 10/2/2024 4:53:44 PM

Viewed: 10/2/2024 6:51:15 PM

Signed: 10/2/2024 6:51:43 PM

Viewed: 10/3/2024 12:39:57 PM

Signed: 10/3/2024 12:40:15 PM

Docusigned by: Stanley Wilson

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

Sent: 10/3/2024 12:40:19 PM Viewed: 10/3/2024 12:43:24 PM

Signed: 10/3/2024 12:43:29 PM

**Signer Events** Signature **Timestamp Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 10/3/2024 12:43:32 PM Lauren Hansford Completed lauren.hansford@fultoncountyga.gov Viewed: 10/3/2024 2:01:39 PM Signed: 10/3/2024 2:03:37 PM Security Level: Email, Account Authentication Using IP Address: 24.99.91.51 (None) **Electronic Record and Signature Disclosure:** Accepted: 10/3/2024 2:01:39 PM ID: 21655b38-982f-45e3-9d30-f0e9744ef8db **David Lowman** Sent: 10/3/2024 2:03:40 PM David Lowman Viewed: 10/3/2024 2:17:48 PM David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication Signed: 10/3/2024 2:19:35 PM (None) Signature Adoption: Pre-selected Style Using IP Address: 24.30.118.185 **Electronic Record and Signature Disclosure:** Accepted: 10/3/2024 2:17:48 PM ID: 859d7cb6-3172-45d5-b161-deff60ea1fcd Nikki Peterson Sent: 10/3/2024 2:19:41 PM Completed nikki.peterson@fultoncountyga.gov Viewed: 10/7/2024 10:27:34 AM Chief Deputy Clerk to the Board of Commissioners Signed: 10/7/2024 10:28:59 AM 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: 10/7/2024 10:29:03 AM Robert L. Pitts michael.oconnor@fultoncountyga.gov Viewed: 10/7/2024 10:30:00 AM Security Level: Email, Account Authentication Signed: 10/7/2024 10:30:04 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4 **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 10/7/2024 10:30:08 AM Viewed: 10/7/2024 11:26:20 AM

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

Security Level: Email, Account Authentication (None)

Tonya K. Grier EEC476C4837648D.

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

Signed: 10/7/2024 11:26:32 AM

#### **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: 10/7/2024 11:26:36 AM Completed mark.hawks@fultoncountyga.gov Viewed: 10/7/2024 1:03:49 PM Chief Assistant Purchasing Agent Signed: 10/7/2024 1:03:54 PM Using IP Address: 74.174.59.4 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: 10/2/2024 4:17:30 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: 10/2/2024 4:17:31 PM COPIED cherie.williams@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 10/2/2024 4:17:31 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 Sent: 10/7/2024 1:04:00 PM Dian DeVaughn COPIED dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign **Witness Events** Signature **Timestamp Notary Events** Signature **Timestamp Envelope Summary Events Timestamps Status** Hashed/Encrypted 10/2/2024 4:17:31 PM **Envelope Sent Envelope Updated** Security Checked 10/2/2024 4:37:06 PM

Envelope Summary Events	Status	Timestamps			
Certified Delivered	Security Checked	10/7/2024 1:03:49 PM			
Signing Complete	Security Checked	10/7/2024 1:03:54 PM			
Completed	Security Checked	10/7/2024 1:04:00 PM			
Payment Events Status Timestamps					
Electronic Record and Signature Disclosure					

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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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