



**FULTON  
COUNTY**

**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 **Center for the Visually Impaired** (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:** Senior Services

**CSP Funding Priority(ies):**

**Children and Youth:** Not Applicable

**Disabilities:** Not Applicable

**Economic Stability:** Not Applicable

**Health and Wellness:** Not Applicable

**Homelessness:** Not Applicable

**Senior Services:** 1. To provide gap services to older adults that aligns with the Strategic Priorities of Fulton County Government, 2. To increase access to services that enable older adults to remain in the

community and age in place

**Center for the Visually Impaired, Center for the Visually Impaired Services for Fulton County Seniors** will provide services at the following locations at specified times during the contract period of **01/01/2025** through **12/31/2025**:

**Start and end date of programming for which CSP funds will be used:**

**Start date:** 01/01/2025

**End date:** 12/31/2025

**Service Delivery Site(s):**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Residents Served by the program (facility) location</b>
Center for the Visually Impaired	739 West Peachtree Street Northwest	Atlanta	Georgia	30308	4	1,2,3,4,5,6
Southwest Christian Care	7225 Lester Road	Union City	Georgia	30291	5	1,2,3,4,5,6

**Approach and Design:**

**Center for the Visually Impaired, Center for the Visually Impaired Services for Fulton County Seniors** will provide services to **209** clients that reside in Fulton County, with CSP funding.

**Center for the Visually Impaired, Center for the Visually Impaired Services for Fulton County Seniors** will provide the following activities and services in Fulton County with CSP funding:

CVI's low vision clinic and adult rehabilitation programs are vital to ensuring the safety, independence, and well-being of older adults and seniors. People experiencing vision loss are much more likely to experience falls, social isolation, and anxiety.

The low vision clinic operates 16 days each month, with up to seven appointments per day. CVI contracts with five optometrists who have advanced training in low vision care. A low vision exam gives seniors more in-depth information about their vision diagnosis, especially as their vision declines. Doctors, typically ophthalmologists, refer their patients to CVI once they can no longer treat them medically or with glasses. At this stage it is critical that the patient be seen by a low vision specialist and occupational therapist (OT). These professionals can determine the best tools, resources, and rehabilitation that will help them retain or regain their independence.

During the patient's session with an OT, clients discuss their daily challenges and goals. They learn which assistive devices, including magnifiers or screen readers, will be most beneficial for their needs. These aids and devices are important tools that help seniors do things like manage their medications or read bank statements. The OT works with patients to arrange their home to prevent falls, tripping hazards, or other physical harm. In a follow-up visit, the OT further assesses the client's overall safety and suggests easy-to-implement modifications that make a significant impact on their quality of life, such as high-contrast lighting or bump dots for on/off switches.

Adult Rehabilitation offers patients more in-depth skill building. Popular among seniors are smartphone classes, in which they learn about the accessibility functions on their phone. They report a greater level of self-sufficiency once they are fluent in the operations of their phone. Gaining these skills also helps seniors stay connected to family and friends, relieving some social isolation.

Orientation and mobility, or white cane, training can be a life-saver for seniors with vision loss. The white cane is a tool that allows sighted people to recognize a person with visual impairment, as well as a safety tool for someone with vision loss. Learning to navigate with the cane can prevent falls on uneven pavements or elevation changes on stairs. It takes several lessons to master using a white cane, but it is a critical skill that allows the client to travel independently and safely. We also provide guidance to family and other caregivers on how to assist with ensuring that the patient's home is safe, while also allowing them to be independent.

CVI works in partnership with major eye practices, particularly retina specialists. The Grady Hospital Eye Clinic and Emory Eye Center refer their patients to CVI for next level care and rehabilitation once they can no longer be treated medically. Our Marketing Director visits doctors, senior communities, and other community centers throughout the County to ensure that they are aware we are a resource. Over the past year, we began offering low

vision evaluations at Southwest Christian Care in Union City to reach more patients in the greater South Fulton area.

We also work with many organizations to enhance outcomes for older adults, including the Georgia Vocational Rehabilitation Agency, Project Independence, Georgia Council on Aging, Aging and Disability Resource Connection, MARTA Accessibility Committee, Georgia Radio Reading Service, Georgia Library for Accessible Services, and Georgia Council for the Blind.

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

Based on the awarded amount of **\$25,000.00**, the CSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

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

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

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

Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

<b>Cost Category</b>	<b>Designation of CSP Funding Award</b>
<b>Administrative</b> (5% Admin max of total funds awarded.)	\$0.00
<b>Operational</b> (25% Operational max of total funds awarded.)	\$5,000.00
<b>Direct Services</b>	\$20,000.00
<i>Total</i>	\$25,000.00

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

CVI has been awarded \$25,000 to provide low vision care and rehabilitation for Fulton County seniors. With this CCSP support, CVI will serve 50 Fulton County residents ages 55+ who are impacted by vision loss. The direct services amount of \$20,000 includes the fees for the optometrists who see patients in our Midtown and Union City clinics, and the occupational therapists who provide vision rehabilitation both at the Center and in patients' homes. The operational allowance of \$5,000 includes pro-rata share of the Billing Manager, the Client Services team which support direct services, and a share of facilities maintenance.

We will expend these funds as the need for them arises. Our use of the funds may not be split evenly between the two reporting periods. We will provide updates on the status of the funds and the remaining balance in the 6-month report.

### **Program Performance Measures:**

**Center for the Visually Impaired agrees to track and report program performance to the Fulton County Department of Community Development.**

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

**Children and Youth:** Not Applicable

**Disabilities:** Not Applicable

**Economic Stability:** Not Applicable

**Health and Wellness:** Not Applicable

**Homelessness:** Not Applicable

**Senior Services:** 2. Number of seniors who report increased self-sufficiency resulting from in-home services, 3. Number of seniors who report an increase in viability to maintain independence



**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:**

For most older adults and seniors, the pathway into rehabilitation service is through the Florence Maxwell Low Vision Clinic, where a low vision optometrist determines the exact nature and extent of their vision loss and how it impacts their daily life and ability to live independently. The low vision evaluation provides clients with a deeper understanding of their vision loss. Our approach is to provide them with guidance on how to maximize their usable vision and give them the tools, devices, resources, and support to help them perform daily activities. We often hear from clients after their consultation that they are more hopeful and committed to learning to adapt how they do things so they can be happy, safe, and independent.

It is also important to provide follow-up care on-site or in patients’ homes. Occupational therapists check in with patients to ensure they are able to use the recommended devices properly. They also assess each client’s health, stability of their home environment, and their personal support networks, as these all have significant impact on goal achievement.

Once a client completes their low vision evaluation and learns some preliminary techniques for using the appropriate vision aids or devices, they are ready to take on deeper learning in adult rehabilitation.

The key areas of instruction in our menu of services include:

- 1) Mobility Training: Safety practices, proper use of sighted guides, self-protection techniques to prevent accidents and physical injury in familiar or unfamiliar surroundings, using a white cane on sidewalks or bus/rail travel, and orientation within public facilities such as the grocery store, mall, post office, and library.
- 2) Personal Care: Personal hygiene and grooming methods for body, hair, and nails; medication management and identification using bump dots on bottles and cases.
- 3) Food Preparation and Nutrition: Cooking safety and fire prevention, labeling food products and canned goods, measuring ingredients, or labeling appliances.
- 4) Clothing: Labeling clothes for color and size, laundry, stain removal and sewing.
- 5) Communications: Tools to help with signature writing and handwriting, use of low vision aids, how to reach

emergency services, use of talking equipment and adapted watches.

6) Home Care and Maintenance: Cleaning and household organization skills and techniques.

Clients are discharged when they can independently demonstrate the ability to perform the skills they identified as goals.

Each client's journey and progress are tracked in our secure client medical database. From provider notes, surveys, skills tests, and informal feedback, we can gauge our success in the number of seniors who report greater viability living independently and who report increased self-sufficiency. Our objective is that among those who complete the training, 90% will rate themselves as extremely satisfied or very satisfied with their experience and outcomes at CVI.

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

Key elements of our current strategic plan are to:

- Increase the number of people we serve through the low vision clinic, adult rehabilitation, and pediatric and youth programs.
- Establish satellite clinics in collaboration with medical practice(s). We currently operate eight satellite clinics in the broader metro area.
- Invest in marketing and outreach to doctors' offices, senior communities, and other community organizations.
- Continue to increase our referrals and expand our network of doctors.
- Grow medical billing revenue, while achieving fundraising goals.
- Recruit board members to join our current leaders and continue the momentum in their financial commitments to CVI.
- Retain and develop staff by boosting opportunities for professional development.

The key performance measures for the CSP project are:

- To serve 200 Fulton County seniors and/or older adults
- 90% of clinic patients will rate themselves as satisfied or extremely satisfied on a post low vision exam

survey

- At least 90% of Adult Rehabilitation clients continue using the skills they gained 60 days after training, based on follow-up survey.

## **ADDITIONAL REQUIREMENTS**

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

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

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

## **Reporting**

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

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

8. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.

9. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Community Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with CSP funding may result in reimbursement of CSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.

10. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with CSP funding, and LEDGERS demonstrating how Community Services Program funds were expended for the specified reporting period.

### **Expenditure of Funds**

11. Contractor is prohibited from utilizing CSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

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

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

(a) Fulton County agrees to pay Contractor a maximum sum of **\$25,000.00.**

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

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

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

#### **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 **July 18, 2025 for the period January 1, 2025-June 30, 2025; and January 16, 2026 for the period July 1, 2025-December 31, 2025.**

(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](mailto:hsd.grants@fultoncountyga.gov)**  
**137 Peachtree Street, SW**  
**Atlanta, Georgia 30303**

To Contractor:

**Center for the Visually Impaired**  
**739 West Peachtree Street, N.W.**  
**Atlanta, Georgia 30308**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or

measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

#### **ARTICLE V - INDEMNIFICATION**

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

#### **ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY'S CONVENIENCE AND FOR CAUSE**

(a) This Agreement is effective on **01/01/2025**, 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 **Center for the Visually Impaired**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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



payment of any tax from which it is exempt.

### **ARTICLE VIII - INSURANCE**

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

### **ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT**

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County's and Contractor's duly authorized representatives.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

### **ARTICLE X - SUBCONTRACTING**

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

### **ARTICLE XI - ASSIGNABILITY**

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

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

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

## **ARTICLE XIII – PRECEDENCE OF AGREEMENT**

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

## **ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times

and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

#### **ARTICLE XV - CAPTIONS**

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

#### **ARTICLE XVI - GOVERNING LAW**

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

#### **ARTICLE XVII - JURISDICTION**

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

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



## F. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<b>Contractor's Name:</b>	Center for the Visually Impaired
<b>Project No. and Project Title:</b>	30156 Center for the Visually Impaired Services for Fulton County Seniors

## CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1475823

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

December 6, 2019

Date of Authorization

Melisa Kennedy

Authorized Officer or Agent  
(Name of Contractor)

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

Melisa Kennedy

Printed Name (of Authorized Officer or Agent of Contractor)

*Melisa Kennedy*  
Signature (of Authorized Officer or Agent)

President and CEO

Title (of Authorized Officer or Agent of Contractor)

3/4/2025

Date Signed

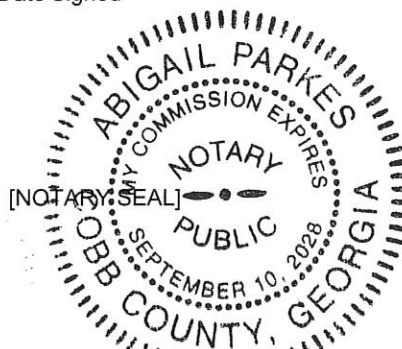
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

4 DAY OF March, 2025

Abigail Parkes

Notary Public

My Commission Expires: 9/10/2028



\* 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

<b>Contractor's Name:</b>	Center for the Visually Impaired
<b>Project No. and Project Title:</b>	30156 Center for the Visually Impaired Services for Fulton County Seniors

## FORM G: SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

**1475823**

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

**December 6, 2019**

Date of Authorization

**Melisa Kennedy**

Authorized Officer of Agent  
(Name of Subcontractor)

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

**Melisa Kennedy**

Printed Name (of Authorized Officer or Agent of Contractor)

*Melisa Kennedy*  
Signature (of Authorized Officer or Agent)

**President and CEO**

Title (of Authorized Officer or Agent of Contractor)

**3/4/2025**

Date Signed

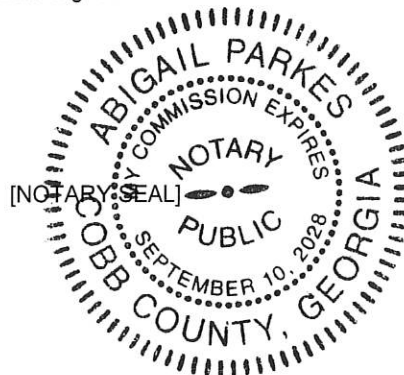
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

**4** DAY OF **March**, 20**25**

**Abigail Parkes**

Notary Public

My Commission Expires: **9/10/2028**



\* 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).

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/16/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>McGriff Insurance Services LLC</b> <b>1887 Hwy 20 SE Suite 200</b> <b>Conyers, GA 30013</b> <b>770 483-0080</b>	<b>CONTACT NAME:</b> Certificate Team	
	<b>PHONE (A/C, No, Ext):</b> 770 483-0080 <b>FAX (A/C, No):</b> 8663172202	
	<b>E-MAIL ADDRESS:</b> certificate@mcgriff.com	
<b>INSURED</b>  <b>Center For The Visually Impaired, Inc.</b> <b>739 W Peachtree St NW</b> <b>Atlanta, GA 30308</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> Hanover Insurance Company	<b>22292</b>
	<b>INSURER B :</b> Wesco Insurance Company	<b>25011</b>
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ZHAD25221108	07/01/2024	07/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZHAD25221108	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			UHAD25714108	07/01/2024	07/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WSS3722207	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			ZHAD25221108	07/01/2024	07/01/2025	\$1,000,000 each wrongful act \$2,000,000 aggregate

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

\*\*\*See attached forms\*\*\*

4212915 06/15 - Commercial General Liability Broadening Endorsement

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Department of  
Community Development  
Youth & Community Services  
Division 137 Peachtree St SW  
Suite100  
Atlanta, GA 30303

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



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART****SUMMARY OF COVERAGES**

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

**1. Additional Insured by Contract, Agreement or Permit**

The following is added to **SECTION II – WHO IS AN INSURED:**

**Additional Insured by Contract, Agreement or Permit**

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.



- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS**, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

#### 6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**:

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

#### 7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

##### Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

#### 8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

#### 9. Newly Acquired Or Formed Organizations

**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

#### 10. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

##### g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

#### 11. Supplementary Payments Increased Limits

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

#### 12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

#### 13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

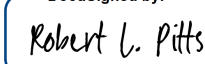
IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

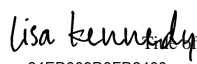
OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA



VENDOR NAME      **Center for the Visually Impaired**

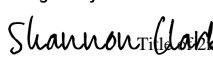

DocuSigned by:  
  
BA715B1A26544E7  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Signed by:      Name of Signatory: Lisa Kennedy  
  
24ED309D3FD2400...      Title of Signatory: President  
Authorized Signature

ATTEST:

ATTEST:

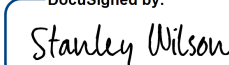
Signed by:  
  
EEC476C4837648D...  
Tonya R. Grier  
Clerk to the Commission  
  
(Affix County Seal)

Signed by:      Name of 2nd Signatory: **Shannon Clark**  
  
35DD0DD18C0F4D7...      Title of 2nd Signatory: **Director of Development**  
Signed by:  
Second Authorized Signature  
  
(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

Signed by:  
  
0EC92EDADEFB4B8...  
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
5E4D76DFB4A0450...  
Stanley Wilson, Director  
Fulton County Department of  
Community Development

Please select RM or 2ND RM from the checkbox

RM		X 2ND RM	
ITEM#:	RM:	ITEM#: 25-0398	2ND RM: 05/21/2025
REGULAR MEETING		SECOND REGULAR MEETING	

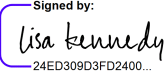
Certificate Of Completion

Envelope Id: 1930B479-E6D2-4323-BFD3-C382F8709E41		Status: Completed
Subject: Please DocuSign: 2025 CSP Contract-Center for the Visually Impaired-BOC Agenda#25-0398		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 28	Signatures: 6	Envelope Originator:
Certificate Pages: 7	Initials: 0	Cherie Williams
AutoNav: Enabled	Stamps: 2	141 Pryor Street
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		Cherie.Williams@fultoncountyga.gov
		IP Address: 166.137.19.25

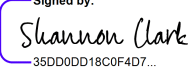

Record Tracking

Status: Original	Holder: Cherie Williams	Location: DocuSign
6/25/2025 12:43:49 PM	Cherie.Williams@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
Lisa Kennedy lkennedy@cвига.org Security Level: Email, Account Authentication (None)	<div>Signed by:  24ED309D3FD2400...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 96.67.127.180</div>	Sent: 6/25/2025 12:47:17 PM Viewed: 6/26/2025 8:14:03 AM Signed: 6/26/2025 8:14:27 AM

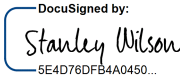
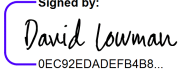
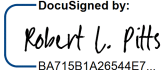


Electronic Record and Signature Disclosure:  
Accepted: 6/26/2025 8:14:03 AM  
ID: cfa8cdf8-66b8-4710-a8d9-739d344a0122

Shannon Clark sclark@cвига.org Security Level: Email, Account Authentication (None)	<div>Signed by:  35DD0DD18C0F4D7...</div> <div></div> <div>Signature Adoption: Pre-selected Style Using IP Address: 96.67.127.180</div>	Sent: 6/26/2025 8:14:30 AM Viewed: 6/26/2025 9:10:54 AM Signed: 6/26/2025 10:21:01 AM
---	---	---

Electronic Record and Signature Disclosure:  
Accepted: 6/26/2025 9:10:54 AM  
ID: beb36329-b899-48e5-b1f0-23ce8ee04a19

Mark Hawks2 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None)	<div>Completed</div> <div>Using IP Address: 45.20.200.178</div>	Sent: 6/26/2025 10:21:04 AM Viewed: 6/26/2025 11:15:51 AM Signed: 6/26/2025 11:16:02 AM
--	---	---

Electronic Record and Signature Disclosure:  
Not Offered via Docusign

Signer Events	Signature	Timestamp
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by:  5E4D76DFB4A0450...  Signature Adoption: Pre-selected Style Using IP Address: 75.43.132.102	Sent: 6/26/2025 11:16:04 AM Viewed: 6/26/2025 11:17:43 AM Signed: 6/26/2025 11:17:43 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 74.174.59.4	Sent: 6/26/2025 11:17:45 AM Viewed: 6/26/2025 2:50:05 PM Signed: 6/26/2025 2:52:11 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/26/2025 2:50:05 PM ID: 7e5d2adb-59b1-4080-93a0-00b54b1757f0		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Signed by:  0EC92EDADEFB4B8...  Signature Adoption: Pre-selected Style Using IP Address: 24.99.192.18	Sent: 6/26/2025 2:52:13 PM Viewed: 6/26/2025 3:20:40 PM Signed: 6/26/2025 3:21:40 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/26/2025 3:20:40 PM ID: 7579cd1b-fed4-49a5-bce1-9fb4ccfdc68e		
Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 66.56.23.82	Sent: 6/26/2025 3:21:42 PM Viewed: 6/27/2025 2:01:08 PM Signed: 6/27/2025 2:01:38 PM
<b>Electronic Record and Signature Disclosure:</b> 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)	DocuSigned by:  BA715B1A26544E7...  Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 6/27/2025 2:01:41 PM Viewed: 6/27/2025 2:58:44 PM Signed: 6/27/2025 2:58:51 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Tonya Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)	Signed by:  EEC476C4837648D...    Signature Adoption: Uploaded Signature Image Using IP Address: 99.96.24.191	Sent: 6/27/2025 2:58:54 PM Resent: 6/30/2025 11:56:15 AM Viewed: 7/1/2025 10:46:41 AM Signed: 7/1/2025 10:46:53 AM
<b>Electronic Record and Signature Disclosure:</b>		

Signer Events	Signature	Timestamp
Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 45.20.200.178	Sent: 7/1/2025 10:46:57 AM Resent: 7/3/2025 10:44:25 AM Viewed: 7/3/2025 1:48:54 PM Signed: 7/3/2025 1:48:59 PM
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 Atif.Henderson@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 6/25/2025 12:47:16 PM
Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 6/25/2025 12:47:16 PM Resent: 7/3/2025 1:49:07 PM
Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 6/25/2025 12:47:17 PM Viewed: 7/3/2025 1:54:10 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/3/2025 1:49:03 PM Viewed: 7/3/2025 1:54:08 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/25/2025 12:47:16 PM
Certified Delivered	Security Checked	7/3/2025 1:48:54 PM
Signing Complete	Security Checked	7/3/2025 1:48:59 PM
Completed	Security Checked	7/3/2025 1:49:03 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



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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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