

#### CONTRACT DOCUMENTS

#### **FOR**

# REQUEST FOR PROPOSAL 24RFP013124C-MH 2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM FOR

#### DEPARTMENT OF COMMUNITY DEVELOPMENT

**OF** 

**FULTON COUNTY, GEORGIA** 

#### **CONTRACT AGREEMENT**

THIS AGREEMENT ("Agreement"), entered into this **1st day of January 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 **Toolbox**, **INC**. (hereinafter referred to as "Contractor"), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the "Parties").

#### WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on May 17, 2024, BOC#24-0350.

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 01/01/2024, 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:** 

**Consolidated Community Services Program (CCSP)** 

CCSP Service Category: Children and Youth Services

**CCSP Funding Priority(ies):** 

Children and Youth: Ensure Safety and Justice by providing alternatives to

activities/contributing factors leading to unhealthy behaviors...,In school Afterschool Out of

School Programs to help bring up academic..., Programs and services focusing on one or more of

the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

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Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

**Toolbox, INC., The Young Apprentice Construction Club** will provide services at the following locations at specified times during the contract period of **01/01/2024** 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
Esther Jackson Elementary	1400 Martin Rd	Roswell	GA	30076	1	1
Hillside Elementary	9250 Scott Rd	Roswell	GA	30076	1	1
Hembree Springs Elementary	815 Hembree Rd	Roswell	GA	30076	1	1
Medlock Bridge Elementary	10215 Medlock Bridge Pkwy	Johns Creek	GA	30022	2	2

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
Mimosa Elementary	1550 Warsaw Rd	Roswell	GA	30076	1	1
Mountain Park Elementary	11895 Mountain Park Rd	Roswell	GA	30075	2	2
Roswell North Elementary	10525 Woodstock Rd	Roswell	GA	30075	2	2
Sweet Apple Elementary	12025 Etris Rd	Roswell	GA	30075	1	1
Vickery Mill Elementary	1201 Alpharetta St	Roswell	GA	30075	2	2

#### **Approach and Design:**

**Toolbox, INC., The Young Apprentice Construction Club** will provide services to **160** clients that reside in Fulton County, with CCSP funding.

### Toolbox, INC., will provide the following activities and services in Fulton County with CCSP funding:

Toolbox's afterschool program is structured around a rigorous curriculum that guides students through a series of construction activities, emphasizing individual and collaborative project work. This service operates beyond the regular school hours, offering a structured and educational environment where students can engage in hands-on learning experiences. The curriculum is divided into two main components: fabrication and assembly, ensuring a comprehensive understanding of the construction process from start to finish.

Students are introduced to the fundamentals of measuring and cutting wood during the fabrication phase, laying the groundwork for all subsequent construction activities. This stage is critical in teaching precision and attention to detail, invaluable skills both in and out of the classroom.

The assembly module takes the educational experience further by familiarizing students with various tools and their proper usage, alongside techniques for accurate measurement and project planning. Under the supervision of volunteers, students verify their measurements before cutting, combining theory with practice in a supportive, hands-on learning environment. Following this, they embark on the construction of their projects, adhering to an on average 80-step detailed process designed to ensure each project is completed to perfection.

The program includes individual projects like the Perfect Toolbox and the Perfect Bluebird House, where students work in buddy pairs to foster a collaborative spirit, share tools, and assist each other in achieving precise measurements. The Teeny Tiny House project expands this cooperative approach to a group setting, where the entire class is involved in different aspects of the construction, teaching them about large-scale project management and teamwork.

By offering this afterschool service, Toolbox not only fills students' afternoons with productive and educational activities but also instills a sense of accomplishment and pride. Upon completion, students can present their projects to peers and parents, showcasing their hard work and the practical skills they've acquired through the program. This structured curriculum of activities supports students' academic and social behavioral development and aligns with the CCSP funding priority by providing a safe, engaging, and educational afterschool environment.

To successfully execute its activities and services, Toolbox follows a structured sequence:

- 1. **School Partnership Initiatives**: Toolbox initiates partnerships with local elementary schools by highlighting the program's benefits, addressing potential concerns, and sharing successes from other participating schools. This foundational step ensures that schools know and support the program's objectives.
- 2. **Volunteer Recruitment**: The program then focuses on recruiting the necessary volunteers to lead school activities. Recruitment efforts target local businesses and churches, tapping into community resources to find individuals willing to contribute their time and skills.
- 3. **Student Enrollment**: Enrollment is facilitated through the Toolbox Tools online platform. Parents are first introduced to the program via a short professional video, followed by highlights of the program's key features. They then fill out the Permission to Participate form for registration and the Publicity Permission form, which allows Toolbox to capture photos or videos of students during club activities. The registration form is available in English and Spanish, ensuring equitable access for all students.

Once schools, volunteers, and students are onboarded, Toolbox organizes the delivery of its curriculum through dedicated roles: Curriculum Instructors (or co-instructors) and Project Managers. Curriculum Instructors are tasked with implementing the program's carefully designed curriculum, ensuring educational goals are met. Project Managers play a crucial role in guiding students in the practical aspects of their projects, assisting with tool use, and ensuring the successful completion of projects. This structured approach ensures that all activities and services are delivered effectively, contributing to the program's success. Top of Form

The program addresses the following Health and Human Services Key Performance Indicators (KPIs) through a comprehensive approach that integrates academic support with practical learning experiences, specifically targeting the enhancement of students' academic achievements and personal development.

- 1. Percentage of Students Overachieving Each Year: The program fosters an environment of continuous learning and achievement by engaging students in hands-on projects that complement their academic curriculum. By applying practical skills in real-world contexts, students better grasp abstract academic concepts, leading to improved performance in their regular schoolwork. The sense of accomplishment and confidence gained from completing construction projects encourages students to set and reach higher goals, contributing to a higher percentage of students overachieving each year. Toolbox is confident that 100% of students are overachieving each year. This is evident in the fact that elementary and middle school students are mastering a curriculum typically designed for high school students. This exceptional level of achievement is reached through a unique approach that fosters independence and teamwork. Students are grouped into "Buddy Teams," encouraging peerled problem-solving and collaboration. From the outset, students are assured of our confidence in their capabilities, despite the advanced level of the curriculum. They are informed that previous participants have successfully completed the program, and so can they. Resources such as Project Plans are provided to guide them, with the expectation that students actively engage with the material through reading, understanding, and application. The program's methodology emphasizes self-reliance; when students inquire about next steps, they are directed to consult their Project Plans. All they have to do is "READ, PROCESS, and EXECUTE". 'Read' each word in the instruction. 'Process' the meaning of each word as you read the words. And then, DO IT! JUST DO IT... EXECUTE IT because it is an instruction. Then move on to the next one until you have completed all the instructions, usually 150-200 per project. This approach ensures continuous engagement and reinforces accountability, with students documenting their progress to facilitate their learning journey. This structure promotes not just the acquisition of technical skills but also the development of critical thinking and self-sufficiency.
- 2. Percentage of Students Who Graduate on Time: The program directly contributes to ontime graduation rates by providing students with a supportive and enriching afterschool

environment. The program helps reduce the likelihood of academic failure and dropout by keeping students engaged in a unique learning environment after school. The skills learned, such as critical thinking, problem-solving, teamwork, and time management, are crucial for academic success and help students navigate their school years more effectively, increasing the likelihood of graduating on time. The Toolbox model of project-based learning has proven to be a best practice for the organization, as it has strong implications in early childhood education as well as teaching LIFE SKILLS. Toolbox is 100% certain that its curriculums impact a timely graduation. In its inaugural year at Elkins Pointe Middle School, the organization deliberately chose to work with eighth-grade students who were considered most at risk. The decision was initially met with skepticism; however, Toolbox was committed to reaching out to those who were marginalized—the students often in trouble, those failing, and those disengaged with school. Midway through the program year, during a Plumbing Lab, an unexpected visit from the Principal and two teachers occurred. They observed quietly and then departed. Concerned about the reason for their visit, it was later revealed that the visit was prompted by a noticeable positive change in two of the students attending the program. These students demonstrated improved attendance, active class participation, and an overall increase in happiness—changes they attributed to their engagement in the construction club. This incident reinforced Toolbox's belief in their program's potential to make a significant difference in students' lives.

3. Percentage of Third Through Fifth Graders Who Meet Target Reading Levels: While the program focuses on construction education, the curriculum inherently supports literacy and comprehension skills. Instructions for projects, measurement tasks, and the collaborative communication required for teamwork all enhance reading comprehension and critical thinking skills. Furthermore, the program incorporates scores of advanced reading tasks in the curriculum related to construction or project management, thereby inherently supporting the natural improvement in reading levels among third through fifth graders. Bottom of Form Toolbox is 100% certain that its curriculums are contributing to a higher percentage of students who meet Target Reading Levels for Fifth Graders. Once again, because Toolbox has elementary and middle school students completing its curriculums which are at a high school level, these students are required to progress through the exact same mental processing steps to work through the lengthy set of instructions the make up their Project Plans. They are required to perform these steps for themselves as well as perform them again for their BUDDY, since they are required to inspect and physically sign off on each other's work stepby-step to assure quality control. This inherently involves an enormous amount of reading of words (130 steps for the Perfect Toolbox and 240 for the Perfect Birdhouse) and processing of their meanings, and finally the processing of what the string of words are asking them to do in the instruction. Additionally, students have to correlate the written words to adjacent diagrams or images in order to properly understand the instruction. Toolbox volunteers have

yet to report of a student who has remarked, "I've done this before" or "I did something just like this.".

The program also addresses three Children and Youth Services Funding Priorities through the comprehensive curriculum and student development.

- 1. In school/afterschool/out of school programs that help bring up academic and social behavioral levels of school-aged youth: The program operates as an afterschool initiative, providing a safe and structured environment where students can engage in meaningful construction projects. This hands-on approach supplements their academic learning by applying math, science, and reading skills in practical settings and enhances their social and behavioral development. Through teamwork, students learn to communicate effectively, resolve conflicts, and collaborate towards common goals, improving their interpersonal skills and behavior inside and outside the classroom.
- 2. Programs focusing on achievement of elementary and middle school reading level targets: While the program's primary focus is on construction education, it inherently supports reading and comprehension skills. Project instructions, safety guidelines, and measurement tools all require reading and interpretation, reinforcing literacy. Additionally, by engaging students in discussions and presentations about their projects, the program encourages verbal communication and comprehension, further contributing to achieving reading level targets for elementary and middle school students. Volunteers do not read to the students. Toolbox is intentional about the opportunity it has to impact both Reading and Math scores through the delivery of its curriculum.
- 3. Ensure Safety and Justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth: The program offers a constructive alternative to unsupervised after-school hours, when children and youth are at increased risk for engaging in unhealthy behaviors. By participating in the program, students are involved in productive activities that require focus, discipline, and collaboration, reducing their exposure to and interest in negative influences. Furthermore, the program emphasizes safety through its curriculum, teaching students about the proper use and handling of tools and equipment, which translates into a broader understanding and appreciation for safety and responsibility in their daily lives.

Toolbox relies on community partners and collaborators to execute the program fully. A list of collaborations is as follows:

Love T. Nolan Elementary School in College Park, GA; Medlock Bridge School in Johns Creek, GA; Mimosa Elementary, , Roswell North Elementary, Sweet Apple Elementary, Esther Jackson Elementary, Hillside Elementary, Hembree Springs Elementary, and Vickery Mill Elementary, all located in Roswell,

GA. These partnerships reflect Toolbox's commitment to providing life skills in construction education to a diverse range of students, contributing to a comprehensive and inclusive learning environment.

Also, Toolbox has agreed to develop and oversee an after-school program for its first school serving students with learning differences, such as, but not limited to, Autism and Asperger's. The Cottage School in Roswell, Ga, has asked, and Toolbox has agreed, to develop such a program. It is currently in the development stage and is budgeted roll out in August 2024.

Additionally, Toolbox has formed strategic alliances with several reputable companies, further enhancing the reach and impact of its programs. Collaborations include partnerships with Roswell Rotary, Construction Ready, Association of General Contractors of Georgia (AGC-GA), The Home Depot, Lummus Supply, Make it Snappy Tools, Inc., Lindsey, Greenway, and McIntire CPA & Advisors, and Norcross Supply Company, Roswell Presbyterian Church, Roswell United Methodist Church, St. David's Episcopal Church, St. Peter Chanel Catholic Church, Saint Brigid Catholic Church, Mount Pisgah Church, and Tapestry Community Church each contributing their expertise and resources to enrich the learning experiences of Toolbox students.

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

Based on the awarded amount of <u>\$25,000.00</u>, the CCSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

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

*Operational Expenditures*- CCSP 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*- CCSP 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 CCSP 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 CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	\$1,250.00
Operational	\$0.00
Direct Services	\$23,750.00
Total	\$25,000.00

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

Administrative costs: 5% (\$1,250) will be allocated towards the expense of reporting and data collection for this grant.

Direct services: \$23,750 will be allocated towards direct services for the following expenses:

1. \$15,009 in Funding certain costs to launch 5 New Fulton Cty. Schools: River Eves Elementary, Crabapple Crossing Elementary, The Cottage School (K-12 school for students with learning differences) are all three already committed. We have room for two of these three which have yet to commit: Manning Oaks Elementary, Alpharetta Elementary or Ocee Elementary:

This funding would cover certain costs related to the following:

- 1. \$1,043 in safety equipment
- 2. \$3,176 Curriculum Development
- 3. \$2,620 Hand Tools
- 4. \$3,200 Power Tools and related Accessories
- 5. \$4,970 Wood, Fasteners, and Related Materials for Projects (Perfect Toolbox, Perfect Bluebird House, Power Wall)

2. \$8,741 in funding certain costs related to seven of Toolbox's returning Fulton County Schools:

This funding would cover certain costs related to the following:

1. \$4,395 Curriculum Development

2. \$4,196 Wood, Fasteners, and Related Materials for Projects (Perfect Toolbox, Teeny Tiny House)

3. \$150 Safety equipment replacement

**Program Performance Measures:** 

Toolbox, INC. agrees to track and report program performance to the Fulton County

**Department of Community Development.** 

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

Children and Youth: Number of Elementary and middle schools' students meeting target reading

level, Number of families attending support sessions and family engagement opportunities, Number

of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School

Programs...

**Disabilities:** Not Applicable

**Economic Stability:** Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

The following program measures/ Key Performance Indicators ("KPI's") will be utilized to

track and report program outcomes for the Fulton County residents supported with CSP

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

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The Young Apprentice Construction Club aims to introduce elementary school students to the fundamentals of construction through engaging, hands-on projects. The program emphasizes safety, reading a tape measure, construction and electrical skills, and the use of power tools, including drill presses, corded drills, and compound miter saws, to create a foundation for the projects ahead. With a focus on safety, attention to detail (quality control), teamwork, and individual project completion, the curriculum encourages socio-emotional growth and practical skill development.

The objectives of the Young Apprentice Construction Club are as follows:

Skill Development: Equip students with foundational LIFE SKILLS when building with their hands, including the safe and proficient use of power tools, fostering a hands-on understanding of construction techniques.

Project-Based Learning: Engage students in project-based learning experiences, encouraging creativity and problemsolving as they complete individual or group construction projects.

Safety Awareness: Prioritize and instill a strong awareness of safety protocols, ensuring that students learn to handle tools responsibly and work in a secure environment while protecting their eyes, ears, head, and others around them.

Collaboration: Toolbox's "Buddy Team" model encourages students to work together interpret when interpreting complex instructions to determine the 'best approach' to handling a fabrication or assembly step within their well-defined Project Plan manual.

Socio-Emotional Growth: Facilitate socio-emotional growth by continuing to implement the 'Redundancy begets Retention' teaching model, ensuring that students repetitively practice new skills, fostering a sense of accomplishment, confidence, and transformative personal development, as evidenced by increased parental testimonials on the remarkable positive change observed in their children.

Inclusivity: Ensure that the program continues to be accessible to all students, irrespective of background or ability, by providing necessary tools and materials and promoting an inclusive learning space.

Curriculum Enhancement: Regularly update the curriculum to incorporate best practices, industry trends, and feedback, ensuring the program remains relevant and enriching for participating students.

By providing elementary school students with early exposure to construction skills, the Young Apprentice Construction Club establishes a foundation for lifelong learning and appreciation for hands-on work. The program not only equips students with practical life skills but also contributes to the development of critical socio-emotional competencies.

The support schedule and milestones for the program are as follows:

#### Fall Registration / Enrollment

#### -August

• Open student enrollment using the Toolbox Tools online platform, where parents can watch an introductory video, learn about the program, and complete registration and media consent forms. In Spanish and English

#### **Fall Semester**

#### September: Module 1

House Rules, Tool and Material Identification, Young Apprentice Journals,

Vocabulary, Parts of a Tape Measure, How to Read a Tape Measure, Space Counting Lab, Block Measuring Lab, Homework Measuring Lab

Vocabulary, Measure 4-Times Cut Once, Speed Square Lab, Sanding Block Project

• Vocabulary, Parts of a Corded Drill, Corded Drill Lab, Countersink

#### -October - November: Module 2

- Perfect Toolbox Project: Fabrication
- Students start cutting wood under close supervision, applying skills from Module 1.
- Begin the construction phase on individual and group projects, emphasizing teamwork and project management.

#### December: November - December Perfect Toolbox Project: Assembly

• Students complete their projects and present them to peers and parents, demonstrating their acquired skills and achievements.

#### Winter Break: Curriculum Update

#### **December - January**

- Evaluate the fall semester, gathering feedback to identify areas for curriculum improvement.
- Update and refine the curriculum based on feedback, incorporating best practices in construction education.

#### **Spring Semester (Following the Fall Semester Schedule)**

#### January - Review

• Review curriculum from first semester and reemphasize safety and precision in measuring and marking.

#### January - May: Advanced Construction

**Project Managers** will have already collaborated and announced the project for the second semester, which is a function of skill set of the volunteers. Secondly, it is the project of most interest to the students. Once the Review is completed, students move quickly into their second semester project and work non-stop until the project is completed.

This project could be the Teeny Tiny House, which is a two-room house (6ft x 8 ft footprint and about 5' high). It is always a favorite. This project will take the entire second semester to complete. Otherwise, Project Managers could opt for a cedar 'Perfect Bluebird House' followed by a 'Power Wall' Lab where students wire up a light switch to a duplex outlet in a 2' x 4' constructed framed wall so they can learn the difference between the Ground, Hot, and Neutral wires in the circuit.

#### May: Final Showcase

The semester culminates with a showcase event where students present their completed projects to parents at an open house evening event, celebrating their progress and the practical LIFE SKILLS they've developed over the academic year.

The three county-defined metrics that Toolbox will report on are as follows:

- · 160 school-aged youth engaged in/benefiting from afterschool programs.
- · 50 families attending support sessions and family engagement opportunities.
- · Number of referrals to behavioral health, evidence-based programming, and other supportive services.

Toolbox will also report on the following agency-defined metrics:

- · Percentage of volunteers that repeat year over year.
- · Attendance history of students by school
- · Percentage of students who drop out by school and during the year
- · Percentage of student construction projects completed.

Toolbox collects this data through the registration process, where the organization's online platform, Toolbox Tools, will collect the names and demographics of the individuals served. This data is quantified and transmitted to an Excel spreadsheet, where progress in each phase of the program is monitored. The organization also collects data through surveys to ensure the program continues to meet expectations. Data is collected on a master Excel spreadsheet.

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

Toolbox will also report on the following agency-defined metrics:

- · Percentage of volunteers that repeat year over year.
- · Attendance history of students by school

- · Percentage of students who drop out by school and during the year
- · Percentage of student construction projects completed.

#### **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 Consolidated Community Services Program 24RFP013124C-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 12, 2024, and 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 CCSP funding may result in reimbursement of CCSP 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 CCSP 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 CCSP 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 2024 Consolidated Community Services Program 24RFP013124C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.

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

#### **ARTICLE IV - RECORD KEEPING**

- (a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.
- (b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.
- (c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than <u>July 12, 2024</u> for the period January 1, 2024-June 30, 2024; and January 10, 2025 for the period July 1, 2024-December 31, 2024.
- (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:

# Toolbox, INC. 600 Fawn Glenn Court Roswell, Georgia 30075

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 01/01/2024, 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 **Toolbox, INC.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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

#### **ARTICLE VIII - INSURANCE**

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

insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

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

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

#### **ARTICLE X - SUBCONTRACTING**

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

#### **ARTICLE XI - ASSIGNABILITY**

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

#### ARTICLE XII - SEVERABILITY OF TERMS

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

#### ARTICLE XIII - PRECEDENCE OF AGREEMENT

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

#### ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

- (2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.
- (3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the

director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

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

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

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

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

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

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

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

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

#24RFP013124C-MH 2024 Consolidated Community Services Program

**Purchasing Forms & Instructions** 

#### STATE OF GEORGIA

#### **COUNTY OF FULTON**

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

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

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

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

# 2389101 EEV/Basic Pilot Program\* User Identification Number Toolbox, Inc. Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

#### **Executive Director**

Title of Authorized Officer or Agent of Contractor of Contractor

#### Jeffrey H. Prothero

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 23 rd day of February, 20 24

Notary Public: Legan A Mane

County: Chero Kee

Commission Expires: 4/13/2026

SUSAN H MARINELLI

NOTARY PUBLIC
Cherokee County
State of Georgia
My Comm. Expires April 13, 2026

<sup>&</sup>lt;sup>1</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 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].

#### 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)]** Toolbox, Inc.

On behalf of **Fulton County**Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in

accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

2389101

EEV/Basic Pilot Program\* User Identification Number of Subcontractor

N/A

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

**Executive Director** 

Title of Authorized Officer or Agent of Subcontractor

Jeffrey H. Prothero

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this <u>23 rd</u> day of <u>7ebruary</u>, 20 <u>24</u>.

Notary Public: Sesson & Manell

County: Chew Kee

Commission Expires: 4/13/2026

SUSAN H MARINELLI

NOTARY PUBLIC Cherokee County State of Georgia My Comm. Expires April 13, 2026

<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 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>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 LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/17/2024

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) CONTACT NAME: Jimmy McGee FAX (A/C, No): Hayashi Insurance Solutions PHONE (831) 840-8131 (831) 603-3211 (A/C, No, Ext): E-MAIL PO Box 1044 tyler@jshinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# GA 30077-1044 Roswell Maxum Casualty Insurance Co. INSURER A: Lloyds of London INSURED INSURER B : Toolbox, Inc. Hanover Insurance Company INSURER C: 600 Fawn Glen Ct INSURER D : INSURER E : GA 30075 Roswell INSURER F : REVISION NUMBER: COVERAGES **CERTIFICATE NUMBER:** CL2471702831 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. ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) INSR LTR TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED 100,000 CLAIMS-MADE | X OCCUR PREMISES (Ea occurrence) 10,000 MED EXP (Any one person) Υ BDG-3088822-01 07/16/2024 07/16/2025 1,000,000 Α PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 POLICY LOC PRODUCTS - COMP/OP AGG \$ OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 1,000,000 \$ ANY AUTO BODILY INJURY (Per person) SCHEDULED OWNED AUTOS ONLY HIRED BDG-3088822-01 BODILY INJURY (Per accident) \$ 07/16/2025 07/16/2024 AUTOS NON-OWNED PROPERTY DAMAGE \$ AUTOS ONLY AUTOS ONLY (Per accident) \$ UMBRELLA LIAB 1,000,000 OCCUR EACH OCCURRENCE **EXCESS LIAB** BDG-3088822-01 07/16/2025 1,000,000 07/16/2024 CLAIMS-MADE AGGREGATE DED RETENTION \$ 10,000
WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE 500.000 E.L. EACH ACCIDENT N/A BDG-3088822-01 OFFICER/MEMBER EXCLUDED? 07/16/2024 07/16/2025 500.000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT Each Claim Limit \$1,000,000 Abuse & Moestation B0621PTOOL001024 07/16/2024 07/16/2025 \$1,000,000 В Aggregate Limit Professional Liability DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Fulton County Government shall be named Additional Insured as respects General Liability with respect to all work performed by teh Named Insured at all locations under written contract with the Certificate Holder. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **Fulton County Government** 141 Pryor St SW AUTHORIZED REPRESENTATIVE GA 30303-3408 Atlanta

**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  Robert L. Pitts, Chairman  Fulton County Board of Commissioners	VENDOR NAME  Signed by: Name of Signatory: Jeffrey Prothero  Title of Signatory: President  C46D61CBF5C14D5  Authorized Signature
ATTEST:  DocuSigned by:  Dowya K. Grier  Tonya R. Grier  Clerk to the Commission  Signed by:	ATTEST:  Docusigned by Name of 2nd Signatory: Rusty Gordon  Rusty Gordon  Rusty Gordon  Board member  37D1CE14E4554E6  Second Authorized Signature
APPROVED AS TO FORM:  Signed by:  David Lowman  OEC92EDADEFB4B8  Office of the County Attorney	(Affix Corporate Seal, if applicable)
APPROVED AS TO CONTENT:  Stanley Wilson  Stanley Wilson, Director Fulton County Department of Community Development  Please select RM or 2ND RM from the check	(box
RM	χ 2ND RM
ITEM#: RM: REGULAR MEETING	ITEM#: 2024-0350 2ND RM: 5/15/2024 SECOND REGULAR MEETING

#### **Certificate Of Completion**

Envelope Id: 464F4AEF71D14C85B53AED6090A47AC3

Subject: Please DocuSign: 2024 CCSP Contract-Toolbox Inc.-BOC Agenda#24-0350

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 30 Certificate Pages: 7 AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Canada)

Signatures: 6 Initials: 0

Stamps: 1

**Envelope Originator:** Cherie Williams 141 Pryor Street

Status: Completed

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Cherie.Williams@fultoncountyga.gov

IP Address: 136.55.230.223

**Record Tracking** 

Status: Original

9/3/2024 3:56:47 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Cherie Williams

Cherie.Williams@fultoncountyga.gov

Pool: StateLocal

Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

Signer Events

Jefferey Prothero jprothero@toolbox.life

Security Level: Email, Account Authentication

(None)

Signature

() not lu C46D61CBE5C14D5

Signature Adoption: Drawn on Device Using IP Address: 73.137.16.139

**Timestamp** 

Sent: 9/3/2024 4:07:27 PM Resent: 9/4/2024 1:21:13 PM Resent: 9/4/2024 1:47:35 PM Viewed: 9/4/2024 3:26:56 PM Signed: 9/4/2024 4:26:03 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 9/4/2024 11:21:53 AM

ID: 8ea45362-4952-4a9c-bc91-63d5a5f554a3

Rusty Gordon

Rgordon@eagleacre.com

Chairman

Security Level: Email, Account Authentication

(None)

DocuSigned by: Rusty Gordon

37D1CE14E4554E6.

Signature Adoption: Pre-selected Style Using IP Address: 104.28.32.104 Signed using mobile

Sent: 9/4/2024 4:26:07 PM Resent: 9/6/2024 10:46:04 AM

Viewed: 9/6/2024 3:05:58 PM Signed: 9/6/2024 3:08:25 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 9/6/2024 3:05:58 PM

ID: 9d81fdaf-8487-4a95-9d3d-ef0d5a8e73ed

Mark Hawks2

mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication

(None)

Completed

Using IP Address: 45.20.200.178

Sent: 9/6/2024 3:08:28 PM

Viewed: 9/9/2024 1:16:59 PM

Signed: 9/9/2024 1:17:06 PM

Stanley Wilson

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

Sent: 9/9/2024 1:17:09 PM Viewed: 9/9/2024 1:35:54 PM

Signed: 9/9/2024 1:35:58 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lauren Hansford lauren.hansford@fultoncountyga.gov	Completed	Sent: 9/9/2024 1:36:01 PM Resent: 9/18/2024 1:57:03 PM
Security Level: Email, Account Authentication (None)	Using IP Address: 74.174.59.10	Viewed: 9/19/2024 11:48:09 AM Signed: 9/19/2024 11:49:57 AM
Electronic Record and Signature Disclosure: Accepted: 9/19/2024 11:48:09 AM ID: e94fc050-738a-4a0d-8ecc-82a7ab02fa8a		
David Lowman	Signed by:	Sent: 9/19/2024 11:50:01 AM
David.Lowman@fultoncountyga.gov	Vavid Lowman	Viewed: 9/19/2024 11:50:39 AM
Security Level: Email, Account Authentication	0EC92EDADEFB4B8	Signed: 9/19/2024 11:51:54 AM
(None)	Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10	
Electronic Record and Signature Disclosure: Accepted: 9/19/2024 11:50:39 AM ID: c7ab6918-6dd0-41c1-841a-24b01236b363		
Nikki Peterson	Completed	Sent: 9/19/2024 11:51:57 AM
nikki.peterson@fultoncountyga.gov	Completed	Viewed: 9/19/2024 12:36:46 PM
Chief Deputy Clerk to the Board of Commissioners	Using IP Address: 68.208.197.4	Signed: 9/19/2024 12:38:08 PM
Fulton County Government	Using IF Address. 00.200.197.4	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts	DocuSigned by:	Sent: 9/19/2024 12:38:11 PM
Robert L. Pitts michael.oconnor@fultoncountyga.gov	Robert L. Pitts	Sent: 9/19/2024 12:38:11 PM Viewed: 9/19/2024 12:39:03 PM
michael.oconnor@fultoncountyga.gov Security Level: Email, Account Authentication		
michael.oconnor@fultoncountyga.gov	Robert L. Pitts BA715B1A26544E7	Viewed: 9/19/2024 12:39:03 PM
michael.oconnor@fultoncountyga.gov Security Level: Email, Account Authentication	Robert L. Pitts	Viewed: 9/19/2024 12:39:03 PM
michael.oconnor@fultoncountyga.gov Security Level: Email, Account Authentication	Robert L. Pitts BA715B1A28544E7  Signature Adoption: Pre-selected Style	Viewed: 9/19/2024 12:39:03 PM
michael.oconnor@fultoncountyga.gov Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure:	Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Viewed: 9/19/2024 12:39:03 PM
michael.oconnor@fultoncountyga.gov Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure: Not Offered via DocuSign	Robert L. Pitts BA715B1A26544E7  Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4  Docusigned by: Tompa K. Grin	Viewed: 9/19/2024 12:39:03 PM Signed: 9/19/2024 12:39:13 PM
michael.oconnor@fultoncountyga.gov Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure: Not Offered via DocuSign  Tonya R. Grier	Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Viewed: 9/19/2024 12:39:03 PM Signed: 9/19/2024 12:39:13 PM Sent: 9/19/2024 12:39:16 PM

Security Level: Email, Account Authentication (None)

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

## Electronic Record and Signature Disclosure: Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

**Signer Events Signature Timestamp** Mark Hawks3 Sent: 9/19/2024 5:38:20 PM Completed mark.hawks@fultoncountyga.gov Viewed: 9/19/2024 5:44:31 PM Chief Assistant Purchasing Agent Signed: 9/19/2024 5:44:37 PM Using IP Address: 45.20.200.178 Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign **In Person Signer Events** Signature **Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events** Status **Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Carbon Copy Events Status Timestamp** Atif Henderson Sent: 9/3/2024 4:07:24 PM COPIED Atif.Henderson@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Cherie Williams Sent: 9/3/2024 4:07:25 PM COPIED cherie.williams@fultoncountyga.gov Resent: 9/19/2024 5:44:46 PM **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 9/3/2024 4:07:26 PM Carlos Thomas COPIED carlos.thomas@fultoncountyga.gov **Division Manager Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Dian DeVaughn Sent: 9/19/2024 5:44:42 PM COPIED Viewed: 9/20/2024 11:44:13 AM 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 9/3/2024 4:07:25 PM **Envelope Sent** 

Security Checked

9/4/2024 1:19:47 PM

**Envelope Updated** 

Envelope Summary Events	Status	Timestamps	
Envelope Updated	Security Checked	9/4/2024 1:46:34 PM	
Envelope Updated	Security Checked	9/4/2024 1:46:34 PM	
Envelope Updated	Security Checked	9/6/2024 10:46:04 AM	
Envelope Updated	Security Checked	9/6/2024 10:46:04 AM	
Certified Delivered	Security Checked	9/19/2024 5:44:31 PM	
Signing Complete	Security Checked	9/19/2024 5:44:37 PM	
Completed	Security Checked	9/19/2024 5:44:42 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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