



**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 **The Band Room, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **May 21, 2025, BOC#25-0398**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

INDEX OF ARTICLES

ARTICLE 1. PARTIES AND TERM

ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES

ARTICLE 3. COMPENSATION FOR SERVICES

ARTICLE 4. RECORD KEEPING

ARTICLE 5. INDEMNIFICATION

ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE

ARTICLE 7. INDEPENDENT CONTRACTOR STATUS

ARTICLE 8. INSURANCE

ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT

ARTICLE 10. SUBCONTRACTING

ARTICLE 11. ASSIGNABILITY

ARTICLE 12. SEVERABILITY OF TERMS

ARTICLE 13. PRECEDENCE OF AGREEMENT

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

ARTICLE 15. CAPTIONS

ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

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: Economic Stability/Poverty

CSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: 1. Emergency Financial Assistance inclusive of Rental and Mortgage assistance as well as Utility assistance, 2. Training Job Development Employment which leads to self sufficiency Ex offender support services...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

The Band Room, Inc., Safe & Sound: Emergency Rent, Mortgage & Utility Assistance for Fulton County's Creative Workforce 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):

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
Milton Library	855 Mayfield Rd	Milton	GA	30009	1	1
Alpharetta Library	10 Park Plaza	Alpharetta	GA	30009	1	1
Northeast/ Spruill Oaks Library	9560 Spruill Rd	Johns Creek	GA	30022	2	2
Ocee Library	5090 Abbotts Bridge Rd	Johns Creek	GA	30005	2	2
Roswell Library	115 Norcross St	Roswell	GA	30075	3	3
Sandy Springs Library	395 Mount Vernon Hwy NE	Sandy Springs	GA	30328	3	3

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
Buckhead Library	269 Buckhead Ave NE	Atlanta	GA	30305	4	4
Northside Library	3295 Northside Pkwy NW	Atlanta	GA	30327	4	4
Southwest Library	3665 Cascade Rd	Atlanta	GA	30331	5	5
Wolf Creek Library	3100 Enon Rd	Atlanta	GA	30331	5	5
College Park Library	3647 Main St	College Park	GA	30337	6	6
East Point Library	2757 Main St	East Point	GA	30344	6	6

Approach and Design:

The Band Room, Inc., Safe & Sound: Emergency Rent, Mortgage & Utility Assistance for Fulton County's Creative Workforce will provide services to **160** clients that reside in Fulton County, with CSP funding.

The Band Room, Inc., Safe & Sound: Emergency Rent, Mortgage & Utility Assistance for Fulton County's Creative Workforce **will provide the following activities and services in Fulton County with CSP funding:**

Approach and Design: Safe & Sound Program Implementation

1. Identifies Specific Activities and Services That Will Be Provided to Support CSP Funding Priorities

The **Safe & Sound** program will provide **emergency financial assistance, financial literacy education, and legal support** to creative professionals in Fulton County, ensuring they **remain housed and economically stable**. The following **key activities and services** will directly support CSP funding priorities:

- **Emergency Financial Assistance:** Direct **rent, mortgage, and utility assistance** for creative professionals at risk of eviction or financial hardship.
- **Financial Literacy Workshops:** Training on **budgeting, tax planning, and financial stability** tailored to gig-based workers.
- **Legal Support Services:** Free or subsidized **contract reviews, wage dispute assistance, and copyright protection guidance** to prevent financial exploitation.
- **Case Management & Referrals:** Connecting participants to **housing resources, workforce development programs, and healthcare services**.
- **Industry-Specific Advocacy:** Using data from **The Atlanta Music Industry Census** to **advocate for policy changes** that improve economic security for Fulton County's music workforce.

2. Identifies How the Activities and Services Will Be Accomplished

Safe & Sound will utilize a **structured implementation approach** to ensure **efficient service delivery and measurable outcomes**.

Step 1: Outreach & Application Process

- Promote the program via **community partnerships, social media, and direct outreach to music industry organizations**.
- **Application intake via an online portal and in-person assistance at Fulton County Public Libraries**.
- **Eligibility screening** based on income level, employment status, and demonstrated financial hardship.

Step 2: Service Delivery & Financial Assistance

- **Approved applicants receive direct financial assistance** for rent, mortgage, or utility bills, paid directly to landlords or service providers.
- Participants attend **financial literacy training sessions** (virtual or in-person).
- Participants receive **case management support**, including legal aid referrals and workforce development connections.

Step 3: Follow-Up & Impact Measurement

- **Monthly check-ins** to track financial stability and employment status.
- Post-assistance surveys to measure **housing retention rates, financial knowledge improvement, and legal issue resolution**.
- **Quarterly data analysis** to assess program impact and adjust services as needed.

3. Addresses Three Fulton County "Health and Human Services" Key Performance Indicators (KPIs)

The **Safe & Sound** program supports the following **Fulton County Health & Human Services KPIs**:

Prevent Health Disparities by Educating Residents and Connecting Them to Available Resources

- Safe & Sound will **reduce the number of uninsured creative professionals** by referring participants to **healthcare enrollment services**.
- The program **connects participants to behavioral health services**, including **mental health counseling and substance abuse support**.

Support the Vulnerable Residents in Our Social Services

- Provides **emergency financial assistance to prevent homelessness**, reducing the **number of individuals entering Fulton County's homeless population**.
- Keeps participants **housed and financially stable**, ensuring they can **continue working and contributing to the economy**.

Prevent Illness by Engaging in Healthier Behavior

- **Financial stress is linked to substance abuse and mental health issues**. By **stabilizing housing and income**, Safe & Sound reduces **stress-induced substance abuse and mental health crises**.

4. Addresses Three CSP Funding Priorities as Identified by the Primary Service Category

Safe & Sound supports the following CSP funding priorities:

Emergency Financial Assistance (Rent, Mortgage & Utility Assistance)

- **Primary function of the program**. Direct funding prevents evictions and ensures financial stability.

Training & Job Development (Financial Literacy & Legal Support)

- Workshops help participants **understand budgeting, credit, taxes, and contract rights**, ensuring **long-term financial stability**.

Workforce Development (Career Stability & Economic Security)

- By **keeping creative professionals housed**, the program **prevents career disruption and loss of economic opportunity**.
- **Legal assistance protects against wage theft, unpaid contracts, and predatory agreements**, ensuring income security.

5. Provides More Than Seven Instances of Community Collaborative Relationships to Assist Organization in Addressing the Need

Safe & Sound plans to partner with **multiple organizations** to expand its reach and provide additional services.

Community Collaborations Include:

1. **Fulton County Public Libraries** – Providing **application assistance, workshop space, and resource navigation**.
2. **Georgia Lawyers for the Arts** – Offering **free and low-cost legal aid for contract disputes, wage theft cases, and copyright issues**.

3. **United Way of Greater Atlanta** – Referrals for **financial coaching, workforce development, and additional emergency support.**
4. **Atlanta Volunteer Lawyers Foundation (AVLF)** – Providing **tenant rights education and eviction defense services.**
5. **South Fulton Chamber of Commerce** – Supporting **outreach efforts and professional networking for participants.**
6. **Georgia Department of Community Affairs** – Connecting participants to **housing support programs and rental assistance programs** beyond CSP funding.
7. **HOPE Atlanta** – Partnering to prevent **homelessness and connect participants to long-term housing support.**
8. **Mental Health America of Georgia** – Providing **referrals for behavioral health counseling, substance abuse treatment, and wellness services.**

These partnerships **enhance Safe & Sound’s capacity**, ensuring a **holistic approach** that **stabilizes participants in multiple areas beyond financial assistance.**

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.

Cost Category	Designation of CSP Funding Award
Administrative (5% Admin max of total funds awarded.)	\$1,250.00
Operational (25% Operational max of total funds awarded.)	\$6,250.00
Direct Services	\$17,500.00
<i>Total</i>	\$25,000.00

Explanation of Funding Details:

Safe & Sound CSP Funding Request & Budget Justification (Revised)

Requested CSP Funding Amount The Safe & Sound program is requesting \$25,000 in CSP funding for the contract period January 1 – December 31, 2025.

Planned Use of CSP Funding in Administrative, Operational, and Direct Services Cost Categories The revised CSP funding will be allocated across Administrative, Operational, and Direct Services cost categories in accordance with program needs and CSP funding guidelines.

Administrative Expenditures (5% of Total Award - \$1,250) Administrative costs are limited to 5% of the total award and will cover essential grant management and oversight functions to ensure compliance and accountability.

Planned Expenditures: Executive Director & Administrative Support Personnel (partial salary/fringe for grant management) - \$1,000 Fiscal Oversight & Accounting Services (financial reporting, grant compliance) - \$250

Operational Expenditures (25% of Total Award - \$6,250) Operational costs are limited to 25% of the total award and will cover essential expenses necessary to administer program services effectively.

Planned Expenditures: Marketing & Outreach (program promotion, flyers, digital ads, social media campaigns) - \$1,500 Insurance (liability coverage for program activities and services) - \$1,000 Office Supplies & Equipment (paper, ink, toner, general office supplies) - \$1,250 Facility/Office Space Rental (space for intake, workshops, and case management) - \$1,500 Staff Travel (mileage reimbursement for outreach and participant meetings) - \$500 Consultant Fees (Legal and Financial Training Experts) - \$500

Direct Service Expenditures (70% of Total Award - \$17,500) Direct Service expenditures comprise 70% of the total award and will go directly to supporting program participants with emergency financial assistance, case management, and workforce development.

Planned Expenditures: Rent, Mortgage, & Utility Assistance for Participants - \$13,750 Case Management & Participant Support Services (individual assessments, referrals, and financial planning) - \$2,500 Financial Literacy & Legal Support Workshops (budgeting, contract education, legal rights training) - \$1,250

Breakdown of CSP Funds Across Two Reporting Periods To align with the two contract performance reporting periods (January - June & July - December 2025), CSP funds will be allocated as follows:

January – June 2025 Administrative: \$625 Operational: \$3,125 Direct Services: \$8,750 Total: \$12,500

July – December 2025 Administrative: \$625 Operational: \$3,125 Direct Services: \$8,750 Total: \$12,500

This allocation ensures that financial assistance is available continuously throughout the contract period, avoiding funding gaps that could leave participants vulnerable to eviction, foreclosure, or utility shutoffs.

Justification for the Requested CSP Funding Amount The Safe & Sound program is requesting \$25,000 to prevent evictions, foreclosures, and utility disconnections for at least 162 creative professionals in Fulton County while providing financial literacy training and legal support to ensure long-term stability.

Demonstrated Need for Housing and Financial Assistance The Atlanta Musicians Census (2024) data indicates:

- A majority (over 50%) of music industry professionals in Atlanta report that income instability is a primary barrier to career sustainability.
- Half of those without health insurance have foregone medical treatment due to financial constraints, indicating broader economic insecurity.
- Many surveyed professionals struggle with housing costs, leading to delayed rent or mortgage payments.

Additionally, rising housing costs in Fulton County have disproportionately impacted independent workers, including creative professionals, who often do not qualify for traditional unemployment benefits or rental assistance programs. The Safe & Sound program directly addresses this gap.

How the \$25,000 Request Directly Addresses the Need Rent, Mortgage, and Utility Assistance (\$13,750 or 55% of Total Budget)

- This will provide direct financial aid to at least 162 participants at an average of \$85 per individual.
- Prevents immediate homelessness, eviction, or foreclosure for those struggling with income instability.
- Ensures that creative professionals can continue contributing to the local economy without displacement.

Financial Literacy and Legal Support (\$3,750 or 15% of Total Budget)

- \$2,500 allocated for case management services to help participants develop sustainable financial strategies.
- \$1,250 for legal support workshops to address contract disputes, wage theft, and financial planning—common issues in the creative sector.
- These services prevent participants from falling back into financial distress, reducing dependence on emergency aid.

Program Infrastructure & Outreach (\$6,250 or 25% of Total Budget)

- Marketing and outreach (\$1,500) ensure that eligible participants are aware of available services.

- Facility rental (\$1,500) ensures that participants have a dedicated space for intake, consultations, and workshops.
- Insurance, office supplies, and staff travel (\$2,750) support service delivery and compliance.
- Administrative oversight (\$1,250) ensures effective financial management, reporting, and grant compliance.

Final Justification Statement The \$25,000 CSP funding request is essential to providing rent, mortgage, and utility assistance to at least 162 creative professionals in Fulton County, ensuring they remain housed and financially stable. Additionally, the funding supports workshops, case management, and legal training that equip participants with the tools needed to build long-term economic resilience. The budget allocation prioritizes direct aid (70%) while ensuring operational support (25%) and administrative compliance (5%) are in place to execute the program effectively.

Program Performance Measures:

The Band Room, Inc. 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: 1. Number of individuals receiving Emergency Financial Assistance, 2. Number of referrals to WorkSource Fulton / WorkSource Atlanta

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with CSP funding, during the funding period 01/01/2025 through 12/31/2025:

1. Methods to Achieve Selected County-Defined Performance Measures

Safe & Sound will utilize a structured service delivery model to achieve the selected County-defined performance measures. The methods include:

Performance Measure 1: Number of Individuals Receiving Emergency Financial Assistance

Method:

- Conduct outreach and intake screenings to determine eligibility for rent, mortgage, and utility assistance.
- Provide direct financial aid to landlords, mortgage providers, or utility companies on behalf of participants.
- Maintain financial tracking records to monitor fund distribution and number of beneficiaries.

Performance Measure 2: Number of Referrals to WorkSource Fulton / WorkSource Atlanta

Method:

- Collaborate with WorkSource Fulton and WorkSource Atlanta to establish a referral pipeline for participants seeking job training and employment opportunities.
- Provide financial literacy and career coaching sessions before referral to ensure participants are prepared to transition into workforce programs.
- Track all referrals made and participant follow-through on job training opportunities.

Performance Measure 3: Number of Individuals with Improved Access to Economic Opportunities, Programs, and Resources

Method:

- Conduct financial literacy training sessions to equip participants with money management, credit-building, and tax knowledge.
- Provide legal consultations to help professionals secure proper contracts, protect intellectual property, and prevent financial exploitation.
- Refer participants to housing, workforce, and educational programs to enhance economic opportunities and career advancement.

2. Major Milestones & Timeline

Safe & Sound will operate on a seven-month implementation schedule (June - December 2025), with clear milestones to measure success.

Program Launch & Outreach – June 2025

Announce program, distribute materials, and begin application intake.

Financial Assistance Disbursement Begins (Rolling Basis) – June – December 2025

Process rent, mortgage, and utility assistance payments on an ongoing basis.

Financial Literacy & Legal Services Begin – July 2025

Hold first financial literacy workshop and legal consultation session.

First Performance Report Due (Covering January 1 – June 30, 2025) – July 18, 2025

Submit report summarizing program impact before official launch and documenting initial outreach and infrastructure setup.

Site Visits & Compliance Monitoring – July - October 2025

Fulton County conducts site visits and compliance checks.

Mid-Year Review & Adjustments – September 2025

Assess total financial assistance provided, program effectiveness, and adjust processes if needed.

Workforce Referrals & Career Coaching Expansion – September - October 2025

Increase WorkSource Fulton/Atlanta referrals and expand career readiness training.

Participant Follow-Up & Outcome Tracking – October - December 2025

Conduct 30, 60, and 90-day check-ins on participants to assess financial stability.

Final Performance Report Due (Covering July 1 – December 31, 2025) – January 16, 2026

Submit final report summarizing full program impact, financial assistance outcomes, and participant progress.

Contract Ends – December 31, 2025

All services completed under the CSP contract.

3. Data Collection Tools and Sources

Safe & Sound will use multiple data sources and collection tools to ensure accurate reporting on performance measures.

- Online Application & Intake Forms – Used to collect demographic data, income verification, and financial needs assessment.
- Financial Assistance Tracking System – Logs all payments disbursed, recipient details, and total assistance provided.
- WorkSource Referral Reports – Maintained to track job training and employment referrals and outcomes.
- Workshop Attendance Sheets – Used to document financial literacy and legal service participation.
- Follow-Up Surveys – Sent at 30, 60, and 90 days post-assistance to assess housing retention and financial stability.
- Quarterly Performance Reports – Compiled for submission to CSP administrators with data on program impact.

4. County-Defined Performance Measures (Three Selected Measures)

Safe & Sound will report on the following three County-defined performance measures:

1. Number of individuals receiving Emergency Financial Assistance
2. Number of referrals to WorkSource Fulton / WorkSource Atlanta
3. Number of individuals with improved access to economic opportunities, programs, and resources

5. Agency-Defined Performance Measures (Three Selected Measures)

Safe & Sound will report on the following three agency-defined performance measures:

1. Number of participants completing financial literacy training and legal consultation services.
2. Percentage of participants who remain housed 90 days after receiving assistance.
3. Number of creative professionals who avoid eviction/foreclosure due to program support.

Agency Defined Performance Measure(s):

Agency-Defined Performance Measures for Safe & Sound Program

The Safe & Sound program will report on the following **three agency-defined performance measures** during the contract period. These measures track program effectiveness beyond the County-defined performance measures and ensure a comprehensive assessment of participant impact.

1. Number of Participants Completing Financial Literacy Training and Legal Consultation Services

Description: Measures the total number of participants who successfully complete at least one **financial literacy training session** and/or receive **legal consultation services** related to financial stability (e.g., contract disputes, wage recovery, credit-building). Ensures that beyond financial assistance, participants gain knowledge and resources to improve long-term financial independence.

How It Will Be Measured:

- Attendance logs for **financial literacy workshops and legal consultation appointments**.
- Pre- and post-training surveys to assess participants' knowledge improvement.
- Follow-up interviews at 30, 60, and 90 days to determine if participants applied skills learned.

2. Percentage of Participants Who Remain Housed 90 Days After Receiving Assistance

Description: Tracks the percentage of participants who, after receiving rent, mortgage, or utility assistance, **remain housed for at least 90 days** without experiencing eviction, foreclosure, or utility shutoffs. Demonstrates the effectiveness of financial support in stabilizing participants' housing situations.

How It Will Be Measured:

- Follow-up surveys at **30, 60, and 90 days** post-assistance to verify continued housing stability.
- Confirmation from landlords, mortgage providers, or participants regarding payment status and housing retention.
- Documentation of any additional interventions needed to prevent further instability.

3. Number of Creative Professionals Who Avoid Eviction/Foreclosure Due to Program Support

Description: Measures the number of program participants who were at immediate risk of eviction or foreclosure but were able to **remain in their homes due to Safe & Sound assistance**. Highlights the program's direct impact on **preventing homelessness** and financial crises among Fulton County's creative workforce.

How It Will Be Measured:

- Documentation from participants, landlords, or mortgage providers confirming that program funds prevented eviction or foreclosure.
- Case management notes tracking high-risk individuals and the resolution of their financial hardship.
- Follow-up communication at **90 days** to ensure ongoing housing stability.

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

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$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
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**The Band Room, Inc.
603 Colonial Circle Southeast, 3
Alpharetta, Georgia 30060**

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 **The Band Room, 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.

**F. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor's Name:	The Band Room, Inc
Project No. and Project Title:	25RFP020325C-MH 2025 Community Services Program

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:

2639822
Federal Work Authorization User Identification
Number (EEV/E-Verify Company Identification
Number)

3-5-2025
Date of Authorization

Richard Gross
Authorized Officer or Agent
(Name of Contractor)

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

Richard Gross
Printed Name (of Authorized Officer or Agent of Contractor)

Executive Director
Title (of Authorized Officer or Agent of Contractor)

Richard Gross
Signature (of Authorized Officer or Agent)

3-5-2025
Date Signed

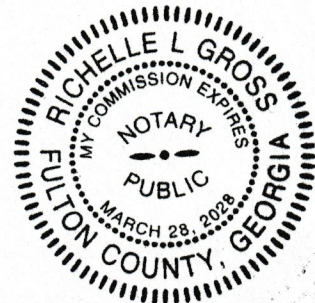
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

5 DAY OF March, 2025

Richelle L. Gross
Notary Public

[NOTARY SEAL]

My Commission Expires: 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

Contractor's Name:	N/A
Project No. and Project Title:	25RFP020325C-MH 2025 Community Services Program

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.

N/A

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

3/5/25

Date of Authorization

N/A

Authorized Officer of Agent
(Name of Subcontractor)

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

Richard Gross

Printed Name (of Authorized Officer or Agent of Contractor)

Executive Director

Title (of Authorized Officer or Agent of Contractor)

[Signature]

Signature (of Authorized Officer or Agent)

3/5/25

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

5 DAY OF March, 2025

[Signature]

Notary Public

[NOTARY SEAL]

My Commission Expires: 3/28/2028



* 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).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/05/2025

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

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

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No. Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Next Insurance US Company NAIC # 16285
INSURED The Band Room, Inc. 603 Colonial Cir SE Apt 3 Marietta, GA 30060	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 258220271

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	NXT44H9YWC-00-GL	06/03/2025	06/03/2026	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability (Errors & Omissions) CLAIMS-MADE			NXTDF3PDLX-00-PL	06/03/2025	06/03/2026	Per Claim Limit: \$1,000,000.00 Aggregate Limit: \$1,000,000.00 Per Claim Deductible: \$2,000.00

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

The Certificate Holder is Fulton County Government. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: General Liability. This Certificate Holder is an Additional Insured on the General Liability policy on a primary and non-contributory basis. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

 Fulton County Government
 141 Pryor St SW
 Atlanta, GA 30303

LIVE CERTIFICATE


[Click or scan to view](#)

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Certificate of Insurance Waiver Request Form



Instructions:

Please complete each field of the COI waiver request form for the insurance coverage for which a waiver is being requested. If there are multiple requests, a new form must be used for each request. All completed waiver request forms should be emailed to your assigned District Administrator. An approved waiver form must be included as part of the COI document and uploaded to WebGrants under "Other Supporting Documents."

Date: 06/04/2025

Requesting Agency/Company: The Band Room, Inc.

Contact Name: Richard Gross

Phone Number: 7708286516

Email Address: info@thebandroomatl.org

Reason for Requesting Waiver(Please provide a detailed explanation. View attached COI Tip sheet for information on the types of waivers):

Umbrella Liability Insurance

Our current General Liability and Professional Liability coverages each provide \$1,000,000 in limits, which meet or exceed the total combined coverage required.

As such, we request a waiver for the separate umbrella policy.

Acknowledgment and Signature

By signing below, I acknowledge that our agency is requesting a waiver of the Certificate of Insurance requirement. I understand that this request must be reviewed and approved by management, and that a waiver may not be granted in all cases.

Signature: Richard Gross

Title: Executive Director

Date: 06/04/2025

For Internal Use Only

Waiver Approved: ☒ Yes ☐ No

Reviewed By: Cherie Williams

Date: June 4, 2025

Comments (if waiver is rejected or additional action is required):

Certificate of Insurance Waiver Request Form



Instructions:

Please complete each field of the COI waiver request form for the insurance coverage for which a waiver is being requested. If there are multiple requests, a new form must be used for each request. All completed waiver request forms should be emailed to your assigned District Administrator. An approved waiver form must be included as part of the COI document and uploaded to WebGrants under "Other Supporting Documents."

Date: 06/04/2025

Requesting Agency/Company: The Band Room, Inc.

Contact Name: Richard Gross

Phone Number: 7708286516

Email Address: info@thebandroomatl.org

Reason for Requesting Waiver(Please provide a detailed explanation. View attached COI Tip sheet for information on the types of waivers):

Workers' Compensation Insurance

Our agency has fewer than three (3) full-time employees and is therefore not required by Georgia law to carry Workers' Compensation coverage.

Acknowledgment and Signature

By signing below, I acknowledge that our agency is requesting a waiver of the Certificate of Insurance requirement. I understand that this request must be reviewed and approved by management, and that a waiver may not be granted in all cases.

Signature: Richard Gross

Title: Executive Director

Date: 06/04/2025

For Internal Use Only

Waiver Approved: ☒ Yes ☐ No

Reviewed By: Cherie Williams

Date: June 4, 2025

Comments (if waiver is rejected or additional action is required):

Certificate of Insurance Waiver Request Form



Instructions:

Please complete each field of the COI waiver request form for the insurance coverage for which a waiver is being requested. If there are multiple requests, a new form must be used for each request. All completed waiver request forms should be emailed to your assigned District Administrator. An approved waiver form must be included as part of the COI document and uploaded to WebGrants under "Other Supporting Documents."

Date: 06/04/2025

Requesting Agency/Company: The Band Room, Inc.

Contact Name: Richard Gross

Phone Number: 7708286516

Email Address: info@thebandroomatl.org

Reason for Requesting Waiver(Please provide a detailed explanation. View attached COI Tip sheet for information on the types of waivers):

Umbrella Liability Insurance

Our program does not involve any agency-owned vehicles or the use of vehicles for service delivery.

Staff do not transport participants or conduct programming that requires driving.

Acknowledgment and Signature

By signing below, I acknowledge that our agency is requesting a waiver of the Certificate of Insurance requirement. I understand that this request must be reviewed and approved by management, and that a waiver may not be granted in all cases.

Signature: Richard Gross

Title: Executive Director

Date: 06/04/2025

For Internal Use Only

Waiver Approved: ☒ Yes ☐ No

Reviewed By: Cherie Williams

Date: June 4, 2025

Comments (if waiver is rejected or additional action is required):

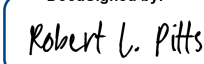
IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

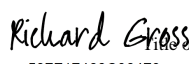
OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **The Band Room, Inc.**

DocuSigned by:

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


Signed by: Name of Signatory: Richard Gross

Title of Signatory: Executive Director
597F17468C06479...
Authorized Signature

ATTEST:

ATTEST:

Signed by:

EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by: Name of 2nd Signatory: **Amadi Jones**

Title of 2nd Signatory: **Vice Chair of the Board**
927C86B369704CB...
Second Authorized Signature

(Affix County Seal)



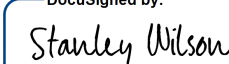
(Affix Corporate Seal, if applicable)

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

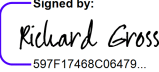
Certificate Of Completion

Envelope Id: DAF3ACEF-F2B8-4BD3-A0D5-E1D75D177921		Status: Completed
Subject: Please DocuSign: 2025 CSP Contract-The Band Room, Inc.-BOC Agenda#25-0398		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 34	Signatures: 6	Envelope Originator:
Certificate Pages: 7	Initials: 0	Cherie Williams
AutoNav: Enabled	Stamps: 1	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: 166.137.19.24


Record Tracking

Status: Original	Holder: Cherie Williams	Location: DocuSign
6/14/2025 7:20:03 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
Richard Gross richard.e.gross@gmail.com Security Level: Email, Account Authentication (None)	<div>Signed by:  597F17468C06479...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 2601:c2:1c80:f080:7169:dd7b:b9d1:330d</div>	Sent: 6/14/2025 7:31:34 PM Resent: 6/20/2025 2:41:34 PM Viewed: 6/20/2025 2:57:12 PM Signed: 6/20/2025 2:59:27 PM

Electronic Record and Signature Disclosure:

Accepted: 6/17/2025 4:46:45 PM ID: ce384a14-9aaa-40ce-9ecd-e7a5d482e789		
Amadi Jones Amadijae@retrolitesociety.com Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  927C86B369704CB...</div> <div>Signature Adoption: Drawn on Device Using IP Address: 2603:3001:1d54:6000:289b:eed:3a68:74b0</div>	Sent: 6/20/2025 2:59:30 PM Resent: 6/23/2025 9:08:49 AM Resent: 6/23/2025 11:41:44 AM Viewed: 6/23/2025 11:42:29 AM Signed: 6/23/2025 11:44:34 AM

Electronic Record and Signature Disclosure:

Accepted: 6/23/2025 11:42:29 AM ID: e01eb93b-cfe5-447f-a8ea-4d42f1216f6f		
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: 74.174.59.4</div>	Sent: 6/23/2025 11:44:37 AM Viewed: 6/23/2025 11:45:00 AM Signed: 6/23/2025 11:45:16 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: 6/23/2025 11:45:19 AM Resent: 6/24/2025 9:43:58 AM Viewed: 6/24/2025 12:43:45 PM Signed: 6/24/2025 12:43:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 74.174.59.4	Sent: 6/24/2025 12:43:57 PM Resent: 6/25/2025 1:09:22 PM Viewed: 6/25/2025 3:08:38 PM Signed: 6/25/2025 3:10:31 PM
Electronic Record and Signature Disclosure: Accepted: 6/25/2025 3:08:38 PM ID: 7dbf881b-55d9-4abf-a68d-bacf0419eb16		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Signed by:  0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4	Sent: 6/25/2025 3:10:34 PM Viewed: 6/25/2025 3:11:43 PM Signed: 6/25/2025 3:16:28 PM
Electronic Record and Signature Disclosure: Accepted: 6/25/2025 3:11:43 PM ID: faf514f0-ac25-48e5-a048-8ced7f02190a		
Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	Completed Using IP Address: 66.56.23.82	Sent: 6/25/2025 3:16:31 PM Viewed: 6/27/2025 2:37:26 PM Signed: 6/27/2025 2:37:55 PM
Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts michael.oconnor@fultoncountyga.gov Fulton County Security Level: Email, Account Authentication (None)	DocuSigned by:  BA715B1A26544E7... Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 6/27/2025 2:37:58 PM Resent: 6/30/2025 11:52:05 AM Viewed: 6/30/2025 11:58:46 AM Signed: 6/30/2025 11:58:51 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tonya Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)	Signed by:  EEC476C4837648D...  Signature Adoption: Uploaded Signature Image Using IP Address: 99.96.24.191	Sent: 6/30/2025 11:58:54 AM Viewed: 7/1/2025 10:43:01 AM Signed: 7/1/2025 10:43:19 AM
Electronic Record and Signature Disclosure:		

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) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 45.20.200.178	Sent: 7/1/2025 10:43:24 AM Resent: 7/3/2025 10:44:09 AM Viewed: 7/3/2025 2:18:35 PM Signed: 7/3/2025 2:18:42 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) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/14/2025 7:31:33 PM
Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/14/2025 7:31:33 PM Resent: 7/3/2025 2:18:49 PM
Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/14/2025 7:31:34 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/3/2025 2:18:46 PM Viewed: 7/10/2025 10:14:41 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/14/2025 7:31:33 PM
Envelope Updated	Security Checked	6/23/2025 11:41:42 AM
Envelope Updated	Security Checked	6/23/2025 11:41:42 AM
Certified Delivered	Security Checked	7/3/2025 2:18:35 PM
Signing Complete	Security Checked	7/3/2025 2:18:42 PM
Completed	Security Checked	7/3/2025 2:18:46 PM

Payment Events	Status	Timestamps
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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™ 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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