

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 **Erin's Hope for Friends** (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:

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. <u>AMENDMENTS AND MODIFICATIONS TO AGREEMENT</u>
- 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 01/01/2024, 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: In school Afterschool Out of School Programs to help bring up

academic...,Programs addressing mental health depression stress trauma and anxiety among youth

and teens

Disabilities: Not Applicable

Economic Stability: Not Applicable

3

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Erin's Hope for Friends, Atypical Atlanta: An Autistic Teen and Young Adult Immersion

Project will provide services at the following locations at specified times during the contract period of 01/01/2024 through 12/31/2024:

Service Delivery Site(s):

Name of Program Site	Program Location (complete physical address)	Program City	Program State	- C	Fulton County District of the program (Facility) location	District(s) of Fulton County Residents Served by the program (facility) location
Zoo Atlanta	800 Cherokee Ave SE	Atlanta	GA	30315	4	1,2,3,4,5,6
Wills Park	ills Park Rd		GA	30009	1	1,2,3,4,5,6
Center for Puppetry Arts	1404 Spring St NW	Atlanta	GA	30309	3	1,2,3,4,5,6
College Football Hall of Fame	250 Marietta St NW	Atlanta	GA	30313	6	1,2,3,4,5,6
Museum of Design	1315 Peachtree St NE	Atlanta	GA	30309	3	1,2,3,4,5,6

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	
Atlanta Symphony Hall	1280 Peachtree St NE	Atlanta	GA	30309	3	1,2,3,4,5,6	
SCAD Fash	1600 Peachtree Rd NW	600 eachtree Rd Atlanta GA 30309 3		3	1,2,3,4,5,6		
National Center for Civil Rights	ter for 100 Ivan Allen Atlanta GA Jr Blvd NW		GA	30313	6	1,2,3,4,5,6	
Alliance Theater	1280 Peachtree St NE	Peachtree St Atlanta GA 30309 3		3	1,2,3,4,5,6		
Atlanta United Mercedes Benz Stadium	1 AMB Dr NW	Atlanta GA 30313 4		4	1,2,3,4,5,6		
Georgia Aquarium	225 Baker St Northwest	Atlanta	GA	30313	5	1,2,3,4,5,6	
Atlanta Hawks State Farm Arena	1 State Farm Dr	Atlanta	GA	30303	4	1,2,3,4,5,6	
High Museum of Art	1280 Peachtree St NE	Atlanta	GA	30309	3	1,2,3,4,5,6	

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
Erin's Hope for Friends e's Club	1105 PARKSIDE LN STE 1204 and 1206	Woodstock	GA	30189	NA	1,2,3,4,5,6
Warner Brothers Studios	3645 Southside Industrial Parkway	Atlanta	GA	30354	4	1,2,3,4,5,6

Approach and Design:

Erin's Hope for Friends, Atypical Atlanta: An Autistic Teen and Young Adult Immersion Project will provide services to 350 clients that reside in Fulton County, with CCSP funding.

Erin's Hope for Friends, will provide the following activities and services in Fulton County with CCSP funding:

1. Erin's Hope for Friends will provide the following services to 350 teen and young adult Fulton County Residents:

Small group outings for 10-12 members for 2 hours per event, with a minimum of 96 contact hours available for attendees

Sessions will be facilitated by 2 small group staff members with the assistance of volunteers with appropriate clearances

Sign-ups will occur and be tracked using Raklet, our CRM system

Scholarships will be available for those who may not be able to participate due to financial constraints (determined using the Federal free and reduced lunch system)

Sessions will be available in-person, with some accessible virtually

This program will be available at no cost to our members

PLEASE NOTE WE DO NOT TRANSPORT MEMBERS- they are responsible for transport to and from site

Large group outings for 30-32 members for 2 hours per event, with a minimum of 10 contact hours available for attendees

Sessions will be facilitated by 4 staff members with the assistance of volunteers with appropriate clearances

Sign-ups will occur and be tracked using Raklet, our CRM system

Scholarships will be available for those who may not be able to participate due to financial constraints (determined using the Federal free and reduced lunch system)

Sessions will be available in-person, with some accessible virtually

2.Erin's Hope for Friends

Small groups will occur on both weekdays and weekends in-person at 1105 Parkside Lane OR virtually OR at an off-site location in Fulton County as listed previously in the application

Sessions will be 2 hours long

Program outings will be comprised of but not limited to the following:

- · Zoo Atlanta
- · Wills Park
- · Center for Puppetry Arts
- · College Football Hall of Fame
- · Museum of Design
- · SCAD Fash

- · National Center for Civil Rights
- · Alliance Theater
- · Atlanta United Mercedes Benz Stadium
- · Georgia Aquarium
- · Atlanta Hawks State Farm Arena
- · High Museum of Art
- · Warner Brothers Studios

See attached schedule

3. Fulton County Health Performance Indicators readily accomplished by EHFF include:

Number of residents who have access to home based and community-based services for seniors and people with disabilities as we offer sessions at home virtually, on site and during outings.

We will seek to increase these numbers based on our rubric, with an overall increase noted in previous sections.

4. Erin's Hope for Friends, with the support of Fulton County CSP funds, will:

Provide an opportunity for those with autism to receive services in-person at our location, off-site during outings, and in-home through our virtual program

Our programs are designed with the goal of reducing isolation, depression, and anxiety associated with autism and bullying

The small and large group outings will increase opportunities for our members to participate in activities specific to their interests and passions outside of school

Participants experience an increase in social and behavioral skills because of the social program and can demonstrate those skills in school and real-life settings

We see a decrease in depression and suicide threats because of our programs

*In 2021, a national retrospective study by K. Kolves from Denmark found individuals with a diagnosed autism spectrum disorder (ASD) have an increased risk for suicide attempt and suicide

death. Among study participants, 35,020 had received a diagnosis of ASD. When adjustments were made for sex, age, and time period, individuals with ASD were over three times more likely to attempt suicide than those without ASD. This difference was more pronounced for females with ASD, who were more than 8 times more likely to attempt suicide than females without ASD, while males with ASD were 1.93 times more likely to attempt suicide than males without ASD. Individuals with ASD were also nearly four times more likely to die by suicide compared to individuals without ASD. Among individuals with ASD, males were over 3 times more likely to die by suicide and females 2.63 times more likely than males and females without ASD.

5. Erins Hope will work with the community by

Engaging with local volunteers of National Charity League and Young Men's Service League, as we have a long-standing relationship with them

Hosting several small groups at Wills Park in Fulton County, allowing members to connect in a beautiful and healthy environment

Inviting local businesses and upstanding citizens to participate in our group sessions, both during outings and at e's Club

Advertising to our membership and constituents the support received by Fulton County CSP via newsletter, social media, website and print materials

Invite Fulton County donors to visit our location and host special appreciation event

Establish a relationship with Fulton County Schools counselors and educators, establishing a path to referrals to our program

Connect with Fulton County Behavioral Health Service Providers, allowing them to share program opportunities with clients

Designation of CSP Funds:

Based on the awarded amount of **\$50,000.00**, 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.)	\$2,500.00					
Operational	\$10,000.00					
Direct Services	\$37,500.00					
Total	\$50,000.00					

Explanation of Funding Details:

\$2500 Executive Director oversight

Docusign Envelope ID: 30CE73E3-FF32-4226-BF33-4505662B1BEB

\$10,000 Program marketing, rent, utilities,

\$37,500 New program staff, program materials, scholarships, curriculum resources, venue admissions, program director

Administrative funds will support the cost of the ED oversight of the program and time spent with program director

Operational will support marketing for program expansion (print and digital), facility expenses including rent, utilities including electric, water and gas, as well as general supplies

Direct service funds will provide members with two new staff members; program director, curriculum; materials including books, crafts, etc.; scholarship funds; venue admission fees

Program Performance Measures:

Erin's Hope for Friends 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 school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,Number of youth/teens receiving referrals to behavioral health, evidence based programming/other supportive services

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:

Based on the county defined performance measures, Erin's Hope for Friends can:

1. Identify the number of school-aged youth participating in out-of-school programming directly increasing social behavioral levels via e's Club. We track all membership activity using Raklet.

2. Identify and accept referrals to behavioral health support services including e's Club. Additionally, we often refer members to outside support services to enhance mental health care.

Erin's Hope for Friends relies heavily on a network of behavioral health specialists to refer members to support our program. We receive referrals on a daily basis. We can readily track EHFF participants and those received via referral.

We would like to see a 10% increase of the 350 Fulton County members participating in our group outings (35)

Evaluations to occur quarterly with appropriate adjustments made to align with milestones.

We seek to expand our referral network by developing new relationships with mental health providers.

Assessments will be both anecdotal and based on quantitative data (attendance, attrition, parental feedback, member feedback)

EHFF typically administers surveys via survey monkey.

Member attendance and data to be maintained in Raklet, our CRM.

Finally, quarterly appeals via email will ask for real life experiences. All surveys will be performed on a forced answer basis (i.e. scale 1-4).

Agency Defined Performance Measure(s):

Erin's Hope for Friends will:

Provide large and small group outings totaling a minimum of 106 contact hours available per member

Increase member participation by 10% of 350 total Fulton County participants (35)

Create a diverse set of immersive outings for autistic teens and young adults

Link all outing experiences to on-site curriculum at e's Club (ex. How to plan a trip with friends, purchase tickets, make lunch reservations, arrange parking, etc.; How to maintain conversations;

Dating practices, etc.) Hire two new staff members to oversee the program The program will: Be sustainable and scalable Provide measurable outcomes Be reliant on the input of behavioral health specialists Serve as a source of critical soft skills, including socio-emotional skills Be the go-to program for teens and young adults on the spectrum seeking relationship building skills Be well informed and aligned with best practices Be heavily reliant on the involvement of the Fulton County Community The program will be assessed for success using the following means: Anecdotal data from participants, parents and educators Internet surveys to participants and parents via SurveyMonkey One-on-one interviews Focus groups Community input Attendance Longitudinal data gathered by e's Club staff Pre and post test data Number of participants Number of contact hours by participants Formative and summative participant evaluations

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 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 \$50,000.00.
- (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:

Erin's Hope for Friends
PO Box 755
Alpharetta, Georgia 30101

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 **Erin's Hope for Friends**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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

ARTICLE VIII - INSURANCE

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

ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

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

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

<u>ARTICLE XIII – PRECEDENCE OF AGREEMENT</u>

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

- (2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.
- (3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.
- (5) The Contractor shall include the provisions of paragraphs (1) through of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

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)] Erin's Hope for Friends on behalf of Fulton County Sovernment 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 300-10-0108 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.	
EEV/Basic Pilot Program* User Identification Number	
Erin's Hope for Friends	
Name of Contractor (Agency)	
Nicole Longevin Burroughs	
BY: Authorized Signature of Officer or Agent of Contractor	
Executive Director	
Fitle of Authorized Officer or Agent of Contractor of Contractor	
Nicole L. Burroughs	
Printed Name of Authorized Officer or Agent of Contractor	
Sworn to and subscribed before me this $26th$ day of $February$, 20^{24} .	
Notary Public: Wisa Siveray	_
County: Bexar State of Texas Allison Livesay	
Dounty	
Electronically signed and notarized online using the Proof platform.	

¹O.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.

^{2*}[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 services³ under a contract with [insert name of prime contractor (Agency)] Entryway Incorporated on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,4 in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. N/AEEV/Basic Pilot Program* User Identification Number of Subcontractor N/AName of Subcontractor (Individual/Agency) N/A BY: Authorized Signature Officer or Agent of Subcontractor N/A Title of Authorized Officer or Agent of Subcontractor N/APrinted Name of Authorized Officer or Agent of Subcontractor Sworn to and subscribed before me this day of , 20 . Notary Public: _____ County: Commission Expires:

³O.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.

^{4*}[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) 07/22/2024

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.

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PRODUCER					NAME:	CC Servic	es, inc.	LEAV		
CC Services				PHONE (A/C, No	o, Ext):		FAX (A/C, No):			
171	1 General Electric Rd				E-MAIL ADDRE					
Blo	omington			IL 61704	INSURER(S) AFFORDING COVERAGE INSURER A . United States Liability Insurance Group					NAIC #
	JRED			IL 01704	INSURE	Markalla	surance Comp	•		
	Erin's Hope For Friends, Inc				INSURE	ND.				
	PO Box 755				INSURE					
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	Acworth			GA 30101-0755	INSURE	RF:				
				NUMBER: 24-25				REVISION NUMBER:		
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	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s 500,	000
	Abuse and Molestation							Each Claim	\$100	0,000
	Abuse and Molestation			NPP1634306		07/17/2024	07/17/2025	Aggregate	\$200	0,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE						ace is required)			
Bla	nket additional applies per written contract in	rega	rds to	General Liability. Excess follo	ws unde	erlying forms.				
Tho	se usual to the Insured's Operations-social	gathe	rings	for autistic teens and young a	dults.					
CE	RTIFICATE HOLDER				CANC	ELLATION				
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SHOULD ANY OF THE ABOV									D BEFORE	
Fulton County Government			THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
•										
141 Pryor St SW				AUTHO	RIZED REPRESEN					
	Atlanta			GA 30303-3408			I	Ingela Murphy		
1	,			€/ \ 00000 0 1 00						



Nicole Longevin-Burroughs <nicoleb@erinshopeforfriends.org>

Fwd: Waiver Request- Erin's Hopes for Friends- Auto waiver Approved; Missing additional Coverage

Everhart, Tawanda < Tawanda. Everhart@fultoncountyga.gov> To: Nicole Burroughs < nicoleb@erinshopeforfriends.org>

Mon, Jul 22, 2024 at 4:17 PM

Get Outlook for iOS

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

Sent: Monday, July 22, 2024 2:01 PM

To: Everhart, Tawanda < Tawanda. Everhart@fultoncountyga.gov>

Subject: FW: Waiver Request- Erin's Hopes for Friends- Auto waiver Approved; Missing additional Coverage

Good afternoon Tawanda,

I am in receipt of the auto liability waiver (copy of the letter content below). The request for auto liability is <u>approved</u>. Please note that if the Erin's Hopes for Friends staff use their own vehicles for service delivery of the 2024 CCSP funded program, Fulton County Risk Management requires proof of each staff member's personal auto liability coverage.

Additionally, the Workmen's Compensation coverage is missing from the attached ACORD document is will need to be included.

Letter Excerpt for Auto Waiver Request

To Whom It May Concern:

Erin's Hope for Friends would like to request a waiver for automobile coverage as required per our CSP agreement. We do not transport members or staff to or from any event and a waiver has been granted in the past.

Thank you,

Nicole Burroughs

Thank you!

Cherie Williams

Program Manager

Youth and Community Services Division | Department of Community Development

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

Connect with Fulton County:

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

From: Nicole Longevin-Burroughs <nicoleb@erinshopeforfriends.org>

Sent: Monday, July 22, 2024 12:43 PM

To: Everhart, Tawanda <Tawanda.Everhart@fultoncountyga.gov>
Co: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>

Subject: Re: Waiver Request- Erin's Hopes for Friends

Please find the attached documents required for our contract.

Many thanks,

Nicole

On Wed, Jul 3, 2024 at 8:52 PM Nicole Longevin-Burroughs < nicoleb@erinshopeforfriends.org > wrote:

Thank you! Our insurance company has passed us to multiple agents. I am awaiting our COI- it is taking an embarrassingly long time. I followed up with them a 6th time this morning. The auto waiver request will come with the COI or I can send it ahead of you prefer.

Many thanks,

Nicole

Nicole Burroughs, MA, MAA Executive Director I Erin's Hope for Friends 423.506.6530 | nicoleb@erinshopeforfriends.org

Creating lasting relationships through joyful interactions for teens and young adults on the autism spectrum.

Visit our website today.



NATIONAL OFFICE

On Wed, Jul 3, 2024 at 8:12 PM Everhart, Tawanda < Tawanda. Everhart@fultoncountyga.gov > wrote:

Ms. Burroughs:

Please submit your waiver request via email to be submitted to leadership for review for the auto policy coverage. Attach your Certificate of Insurance with this email.

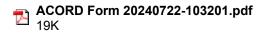
Thanks



Tawanda Everhart, CPM® **Grant Administrator** Youth and Community Services **Division I Department of Community** Development

137 Peachtree Street, SW, Atlanta | Georgia 30303 | 404-406-4003 (office) | 404-612-3581 (efax) | Connect with Fulton County: Website | Facebook | Twitter | Instagram | FGTV | #OneFulton E-News

2 attachments



EHFF Auto Waiver Request.pdf 220K

OWNER:

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

CONTRACTOR:

FULTON COUNTY, GEORGIA	VENDOR NAME Erin's Hope for Friends
DocuSigned by:	DocuSigned byName of Signatory: Nicole Burroughs
Robert L. Pitts	Mole Burying Lignatory: Executive Director
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Authorized Signature
ATTEST:	ATTEST:
Docusigned by: Tonya K. Grier FFC476C4837648D	Signed by: Name of 2nd Signatory: Rebecca Matthews Program Director
Tonya R. Grier Signed by:	Second Authorized Signature
Clerk to the Commission (Affix County Seal)	(Affix Corporate Seal, if applicable
APPROVED AS TO FORM:	
Signed by:	
David Lowman	
Office of the County Attorney	
APPROVED AS TO CONTENT:	
DocuSigned by:	
Stanley Wilson	
Stanley Wilson, Director	
Fulton County Department of	
Community Development	
Please select RM or 2ND RM from the che	ckbox
RM	χ 2ND RM
TEM#: RM:	ITEM#: 2024-0350 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING

Certificate Of Completion

Envelope Id: 30CE73E3FF324226BF334505662B1BEB

Subject: Please DocuSign: 2024 CCSP Contract-Erin's Hope for Friends-BOC Agenda#24-0350

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 31 Certificate Pages: 7

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Canada)

Signatures: 6 Initials: 0

Stamps: 2

Status: Completed

Envelope Originator: Cherie Williams

141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Cherie.Williams@fultoncountyga.gov

IP Address: 136.55.230.223

Record Tracking

Status: Original

7/24/2024 5:01:25 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

Nicole Burroughs

nicoleb@erinshopeforfriends.org

Security Level: Email, Account Authentication

(None)

Signature

DocuSigned by: Mcole Burroughs 8633C5F67D8248F

Signature Adoption: Pre-selected Style Using IP Address: 99.67.246.226

Timestamp

Sent: 8/1/2024 9:29:09 AM Viewed: 8/6/2024 7:31:03 AM Signed: 8/6/2024 7:31:41 AM

Electronic Record and Signature Disclosure:

Accepted: 8/6/2024 7:31:03 AM

ID: e80b8f0b-1905-42f4-8e80-0f9bf6345a12

Rebecca Matthews

beckym@erinshopeforfriends.org

Security Level: Email, Account Authentication

(None)

elicea of matheus

Sent: 8/6/2024 7:31:44 AM Viewed: 8/6/2024 7:51:54 AM Signed: 8/6/2024 8:07:45 AM

Signature Adoption: Drawn on Device Using IP Address: 162.235.194.50

Electronic Record and Signature Disclosure:

Accepted: 8/6/2024 7:51:54 AM

ID: d2b9ebe5-49a9-42c0-b749-2893e0980b87

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

Completed

Using IP Address: 74.174.59.4

Sent: 8/6/2024 8:07:49 AM Viewed: 8/6/2024 3:21:43 PM Signed: 8/6/2024 3:21:59 PM **Signer Events**

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lauren Hansford

lauren.hansford@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 8/7/2024 9:34:17 AM

ID: 7d70fc54-05d2-4299-9e45-f7c14140047d

David Lowman

David.Lowman@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 8/7/2024 9:37:54 AM

ID: 2dac7475-5d7e-4784-8265-8afc5301a8b9

Nikki Peterson

nikki.peterson@fultoncountyga.gov

Chief Deputy Clerk to the Board of Commissioners

Fulton County Government

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 11/27/2017 1:39:37 PM

ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Robert L. Pitts

michael.oconnor@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tonya R. Grier

tonya.grier@fultoncountyga.gov

Clerk to the Commission

Fulton County

Security Level: Email, Account Authentication

(None)

Signature

Stanley Wilson
5E4D76DFB4A0450...

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

Completed

Using IP Address: 74.174.59.4

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Signed by:

David Lowman

-0EC92EDADEFB4B8

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

Completed

Using IP Address: 68.208.197.4

—bocusigned by: Robert L. Pitts

KOBUT (). Pitts —BA715B1A26544E7...

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

-- DocuSigned by:

Tonya K. Gricr -EEC476C4837648D...

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Electronic Record and Signature Disclosure:

Timestamp

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Sent: 8/8/2024 3:13:02 PM Viewed: 8/8/2024 5:42:32 PM

Signed: 8/8/2024 5:42:43 PM

Signer Events Signature **Timestamp** Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4 Sent: 8/8/2024 5:42:48 PM Mark Hawks3 Completed mark.hawks@fultoncountyga.gov Viewed: 8/9/2024 10:29:35 AM Chief Assistant Purchasing Agent Signed: 8/9/2024 10:29:42 AM 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 Sent: 8/1/2024 9:29:07 AM Atif Henderson COPIED Atif.Henderson@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 8/1/2024 9:29:07 AM Cherie Williams COPIED cherie.williams@fultoncountyga.gov Resent: 8/9/2024 10:29:53 AM Fulton County Government Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Carlos Thomas Sent: 8/1/2024 9:29:08 AM COPIED carlos.thomas@fultoncountyga.gov **Division Manager Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Dian DeVaughn Sent: 8/9/2024 10:29:48 AM COPIED dian.devaughn@fultoncountyga.gov Viewed: 8/9/2024 12:35:18 PM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign **Witness Events Signature Timestamp Notary Events** Signature **Timestamp**

Envelope Summary Events	Status	Timestamps			
Envelope Sent	Hashed/Encrypted	8/1/2024 9:29:07 AM			
Certified Delivered	Security Checked	8/9/2024 10:29:35 AM			
Signing Complete	Security Checked	8/9/2024 10:29:42 AM			
Completed	Security Checked	8/9/2024 10:29:48 AM			
Payment Events	Status	Timestamps			
Electronic Record and Signature Disclosure					

CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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How to contact Carahsoft OBO Fulton County, Georgia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: glenn.king@fultoncountyga.gov

To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari [™] 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
	-

^{**} These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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