

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 **Hands On Atlanta 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. <u>INDEPENDENT CONTRACTOR STATUS</u>

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.

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.

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: Children and Youth Services

CSP Funding Priority(ies):

Children and Youth: 3. Programs addressing mental health depression stress trauma and anxiety among

youth and teens

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

3

Hands On Atlanta Inc., Hands On Atlanta Education Programs 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
Love T. Nolan Elementary School	2725 Creel Road	East Point	GA	30319	5	5
Brookview Elementary School	3240 Hammarskjold Drive	East Point	GA	30344	6	6
Asa G. Hilliard Elementary School	3353 Mt Olive Rd.	East Point	GA	30344	5	5

Approach and Design:

Hands On Atlanta Inc., Hands On Atlanta Education Programs will provide services to **1678** clients that reside in Fulton County, with CSP funding.

Hands On Atlanta Inc., Hands On Atlanta Education Programs will provide the following activities and services in Fulton County with CSP funding:

Hands On Atlanta's integrative program approach to youth education and development supports the Children and Youth Services priorities through a wraparound framework that includes academic enrichment, social/behavioral learning, mentorship, case management, and food assistance for students across three Title 1 Fulton County School System elementary schools. A \$100,000 investment from the Fulton County Community Services Program will enable Hands On Atlanta to deploy six trained AmeriCorps members and 75 community volunteers to provide academic, social/behavioral, and basic needs support for students in grades K-5 within each of our three partner schools by the end of the 2025 calendar year. Each of our partner schools will participate in a partner-defined combination of the program components based on the individual needs of their students, which are outlined below:

Discovery Enrichment

Discovery is Hands On Atlanta's longest-running outreach program. It is built on the premise that by connecting community members with underserved local public school students, we can leverage volunteerism to foster improved outcomes for Atlanta's youth. The Discovery Program delivers evidence-based STEAM—Science, Technology, Engineering, Arts, and Math—enrichment programming to under-resourced City of Atlanta public schools and Title 1 public and charter schools in Atlanta Public Schools, Cobb County Schools, and Fulton County Schools. In addition to enriching students' learning through interactive experiential education outside of the school day, Discovery augments students' social/behavioral learning through thoughtfully curated programming delivered by trained volunteers and overseen by our education professionals. Hands On Atlanta's volunteers provide mentoring to participating students, creating a lasting impact for many years to come. The Discovery Program also supports students' health and wellness through an accessible physical activity offering and healthy snacks.

Hands On Atlanta will provide Discovery programming to at least 150 students across all three Fulton County partner schools. Hands On Atlanta will facilitate Discovery for all participants in bi-monthly Saturday morning sessions during the Fall 2025 (September-December) academic session. Discovery will be facilitated by Hands On Atlanta staff, AmeriCorps members, and community volunteers. During the Discovery Program, students participate in hands-on STEAM learning activities, such as making a rain cloud in a jar; literacy activities such as making an affirmation jar; and BOKS, which is a free physical activity program for kids of all ages and abilities that offers fitness energizers such as jump rope bursts and chair aerobics. The Discovery curriculum highlights concepts such as teamwork and problem-solving and gives children interactive experiences to practice these skills in a supportive environment. Hands On Atlanta actively boosts student engagement through a suite of interactive participation strategies and incentives like fun-centric and robust activity packets with supplies and materials.

Student Support Coaching

Student Support Coaching, Hands On Atlanta's social/behavioral intervention program, empowers students by providing them with essential tools to foster positive relationships, manage emotions effectively, and navigate conflicts successfully. Our AmeriCorps members serve as dedicated coaches, offering support to at-risk and under-resourced students through the nationally recognized Leader in Me framework that has been standardized across our Fulton County partner schools. Hands On Atlanta's

Student Support Coaches guide students in establishing a strong foundation for emotional regulation, cultivating healthy relationships, developing empathy and understanding for others, practicing responsibility and safety, and mastering the skills to cope with challenging situations. Through this initiative, we aim to increase students' classroom engagement, reduce disciplinary incidents, and instill lifelong positive habits.

To achieve these objectives, Hands On Atlanta will deploy six AmeriCorps members to serve as Student Support Coaches, providing targeted support to a total of 90 students identified as needing additional support. Program implementation activities include:

- Daily check-ins: The Student Support Coach checks in with targeted students on the caseload during the first few
 hours of school to set goals and encourage good decision-making. A daily progress report form is used to guide the
 discussion.
- One-on-one weekly skill-building sessions: Coaches work individually with students using the Leader in Me and Aperture's DESSA curriculum to develop skills that strengthen their ability to learn, have empathy, manage emotions, and solve problems.
- De-escalation: As needed, teachers can request support from the coach for caseload students and other students in need of de-escalation support. Note that the principal or guidance counselor continues to act as the first responder to crisis intervention calls from teachers.
- Check-outs: Toward the end of the day at least three times per week, the student support coach speaks with
 targeted students on his or her caseload. As necessary, the student support coach completes the daily progress
 report form with the student, which may be shared with the site supervisor/student's teacher.
- Documentation and caseload meetings: Time is set aside for the student support coach to document his or her
 interactions with students, capture students' progress, make referrals for students, and prepare for caseload
 meetings with the principal, counselor, or the principal's designee. During these meetings, the student support
 coach discusses progress with caseload students.

The Leader in Me and DESSA curriculum concepts will be taught throughout the school year in all learning environments (traditional and remote) to ensure all students engage in and master the skills. Daily case management sessions last 15-30 minutes each school day for at least 18 weeks per semester using the evidence-based curriculum to teach students critical non-academic skills. There will be approximately 10-15 students assigned to each set of coaches per school (six total AmeriCorps Student Support Coaches). Hands On Atlanta will continue to work closely with administrative leadership and staff members at partner schools to support the mental health, social/behavioral development, and safety of the students we serve.

Meals 4 Kids Food Assistance

Hands On Atlanta's Meals 4 Kids food assistance program alleviates the burden on families during extended school breaks and throughout the year, allowing them to redirect their resources toward other essential needs. By ensuring that children have access to nutritious meals, we help prepare them for successful learning experiences upon returning to school. Volunteers from Hands On Atlanta carefully assemble and distribute student meal packs containing a variety of nutritious, nonperishable items such as whole-grain granola bars, low-sugar fruit cups, shelf-stable milk, macaroni and cheese cups, chicken salad and crackers,

applesauce, and oatmeal.

Throughout the Fall 2025 academic semester, Hands On Atlanta plans to distribute 1,253 meal packs to students at two out of our three partner schools in Fulton County. These meal packs will be available to all families at each designated school. Typically distributed prior to extended school breaks like Thanksgiving and Winter Break, Hands On Atlanta will work closely with school officials to determine the most suitable times and logistics for distributing the food packs. This collaborative effort ensures efficient and effective delivery of essential resources to families in need.

Hands On Atlanta's wraparound programming in Fulton County partner schools addresses the "Help residents realize their educational potential through our community services and library programs" strategic priority area program objective within Fulton County's strategic plan priority area of "Children and Youth Services." Specifically, Hands On Atlanta measures success by indicators directly aligned with the Fulton County Children and Youth Services indicators, including the percentage of third through fifth graders who meet target reading levels.

Hands On Atlanta's Education Programs foster a deeper love for learning by improving overall academic performance and engagement, creating an environment for long-term student success and achievement. Our interactive, hands-on program model helps students build literacy and math skills, advance social-emotional competencies, and reduce delinquent behaviors (i.e. frequent absences and truancy) among at-risk students. Hands On Atlanta also meets the basic needs of students by significantly reducing the food insecurity within the households of the families we serve, along with creating impactful volunteer experiences that build critical capacity for our partner schools. By supporting elementary students through quality programming in and out of school, Hands On Atlanta empowers children from high-risk communities to focus on learning to reach their full potential, helping them move beyond generational poverty to scholastic achievement and promising careers.

Hands On Atlanta's school-based programs support Fulton County's Children and Youth Services Service Category. Within this category, applicable funding priorities include 1) Afterschool/ Out of School Programs to help bring up academic and social/ behavioral levels of school-aged youth; 2) Programs addressing mental health, depression, stress, trauma and anxiety among youth and teens; and 3) Programs and services focusing on one or more of the six National Milestones of My Brother's Keeper (MBK) Alliance (MBK addresses persistent opportunity gaps faced by boys and young men of color and ensure that all young people can reach their full potential).

Hands On Atlanta's programs address the whole child so students can focus on learning and improve their academic performance. Hands On Atlanta provides quality out-of-school programming through the Saturday Discovery educational enrichment program. The program addresses academic needs through hands-on activities that complement classroom lessons, specifically in STEAM subject areas. Activities offered through Discovery increase social-emotional competencies for all program participants and reinforce concepts for students who also participate in student support coaching. AmeriCorps Student Support coaching and Discovery educational enrichment program ensure safety and justice by increasing students' ability to manage their emotions and make good choices. Helping students foster positive self-image and work with peers mitigates risky behavior. This results in increased attendance, improved behaviors, and academic outcomes, fewer behavior referrals and suspensions, and a better school climate. Lastly, the Meals 4 Kids program supports students' basic nutritional needs. In reducing the stress and anxiety around

food insecurity, we help students focus on improving their academic outcomes, attendance, and behavior. Together, our three educational program components help close the opportunity gap, particularly for boys of color, through individual and group support addressing their academic and non-academic needs.

COLLABORATIONS:

The partnership between Hands On Atlanta and Fulton County Schools underscores our shared commitment to fostering student success through impactful community collaborations and effective communication with our school partners. At the core of our partnership model is the integration of highly skilled AmeriCorps members into the fabric of school operations, providing crucial support to students while facilitating open communication among school staff, volunteers, and parents. Each year, Hands On Atlanta and Fulton County Schools formalize our collaboration through Memorandums of Understanding (MOUs), which outline the specific needs of each partner school to ensure the effective delivery of educational programming. Working closely with the principals of our partner schools, as well as teachers and counselors who serve as on-site supervisors for AmeriCorps members, we prioritize student success by utilizing academic testing data, attendance records, teacher recommendations, and parental input to identify students who would benefit most from our programs. Our focus is on supporting the most vulnerable students who require individualized interventions to thrive academically.

Additionally, Hands On Atlanta maintains a longstanding partnership with AmeriCorps, having managed the state's largest AmeriCorps program for nearly three decades. Hands On Atlanta's current AmeriCorps class of 55 members were selected from more than 1,100 applicants, which speaks to the caliber of our members and the reputation of our program. Many of the AmeriCorps members who serve through our program are extended job offers to continue with the school system in different capacities. Thus, the HOA AmeriCorps recruits are part of the school system's hiring pipeline. For example, one of our AmeriCorps members who served as an SSS coach in 2024 was hired as a paraprofessional at Love T. Nolan Elementary. AmeriCorps members serving in Fulton County are often recognized as employees of the month. A July 2020 study conducted by Inner City Fund found that every \$1 that Congress appropriates for AmeriCorps and Senior Corps returns over \$17 to society, program members, and the government.

Hands On Atlanta also partners with local colleges and volunteer groups to recruit additional volunteers for the Discovery program. In 2023-2024, 1,950 volunteers served in Discovery, including student volunteer groups from Tri-Cities High School, Georgia Tech, Emory University, Georgia State University, Kennesaw State University, Spelman College, Morehouse College, and Clayton State University. Additionally, volunteer groups from various Atlanta businesses, corporations, and service-oriented local high schools complete all meal packing and food distribution for Meals 4 Kids.

Volunteer groups and program partners that are scheduled to participate during the 2024-2025 academic year include the Accushield, Chick-Fil-A, Cox, Emory Reads, Georgia Power, Google, Home Depot, Infosys, Kilpatrick Townsend, Little Einsteins Organization at Georgia Tech, Magnolia Links, OneDigital, SEI, Spelman's S.K.I.R.T.S. program, US Bank, and Women of Hope. Hands On Atlanta's dedicated volunteers are essential to the effective and efficient facilitation of our educational programming and meal distribution efforts, as they serve as mentors and activity task leaders to provide guidance and leadership to our students.

Designation of CSP Funds:

Based on the awarded amount of <u>\$50,000.00</u>, 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.)	\$2,500.00
Operational (25% Operational max of total funds awarded.)	\$14,500.00
Total	\$50,000.00

Cost Category	Designation of CSP Funding Award \$33,000.00 \$50,000.00		
Direct Services			
Total			

Explanation of Funding Details:

Organization budget:

Hands On Atlanta's annual operating budget for FY25 is attached in the Budget Supportive Document section. The annual budget is \$4,046,800. Of the total budget, approximately \$2,052,593 is allocated toward salary and benefits for Hands On Atlanta staff, who work tirelessly to mobilize 60,000 volunteers in support of Atlanta students and communities annually. Approximately \$1,399,486 is allocated to direct program expenses, comprised of education program expenses across 17 partner schools and volunteer service project expenses. Approximately \$411,295 is allocated to organization expenses such as rent, utilities, the annual audit, and insurance.

Total program budget:

The budget document included in the Budget Supportive Document section outlines the total expenses to implement SSS, Discovery, and Meals 4 Kids at Brookview, Love T. Nolan, and Asa G. Hillard elementary schools. The total project budget (\$411,640.40) comprises expenses such as Educational Programs staffing expenses (\$109,000), AmeriCorps program coordinators (\$35,400), and AmeriCorps SSS Coaches (\$159,120), supplies for SSS activities, STEAM project materials, and fitness equipment (\$12,250), Meals 4 Kids food and supplies (\$19,000) was not included in the 2025 proposed budget draft, other program costs - travel and training (\$11,335), and administrative costs.

Reasonable and necessary expenditures for Fulton County CSP request:

Hands On Atlanta respectfully requests \$100,000 in support of programs for all 1,612 students enrolled at Brookview, Love T. Nolan, and Asa G. Hilliard elementary schools. \$61,500 will be allocated to support the CNCS match the total fee for four full-time SSS coaches to support students across three partner schools. Members spend their time working directly with students and supporting teachers and guidance counselors. \$5,000 will be allocated to direct staff support, which includes implementing Meals 4 Kids, Discovery, supporting and mentoring AmeriCorps SSS Coaches, and leading partnership efforts with school and district leaders. \$10,000 includes the cost of food and packing supplies for one Meals 4 Kids distribution for all students enrolled at two of three partner schools. Distributions occur during extended school break times such as Thanksgiving break which are critical times of need for families who rely on the free school lunch program. Finally, \$5,000, or 5% of the costs outlined above, will be allocated to administrative costs, including a portion of salary fringe and benefits and grant administration.

Timeline:

Grant funds will be expended from January through May and from June through December of calendar year 2025. Program

activities with students conclude in May. Hands On Atlanta completes program evaluation, program planning, and preliminary purchases of supplies and materials in June and July, and programming begins for the next academic year in August.

Program Performance Measures:

Hands On Atlanta Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: 2. Number of Elementary and middle schools' students meeting target reading level,3. Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,4. 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

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:

EVALUATION METHODS AND GOALS:

Hands On Atlanta will employ a comprehensive evaluation methodology to assess the effectiveness and impact of our CSP-funded programs. Through a combination of data collection tools and specific goals, we aim to ensure continuous improvement of program implementation and achieving outcomes for children and youth. Below, we outline our program performance measure evaluation methods and goals by each supported area.

Evaluation Methods:

- Measure pre-program to post-program growth in competencies such as self-awareness, self-management, social
 awareness, relationship skills, responsible decision-making, and optimistic thinking using Aperture's DESSAmini, a nationally standardized assessment tool, and FranklinCovey's Leader in Me framework
- Through weekly reviews of counseling logs of all student encounters, identify emerging patterns to better support students

Goals:

- A reduction of at least 70% in the number of caseload students scoring in the "needs instruction" range from preto post-assessment
- Use qualitative and quantitative data to inform individualized case management

Discovery Educational Enrichment Program

Evaluation Methods:

- Assess student mastery of curriculum concepts post-session
- · Assess student satisfaction through student surveys completed after each session and at the end of the program
- Collect feedback on program effectiveness from parents using parent surveys
- Gather qualitative feedback from volunteers
- Obtain qualitative feedback and input from designated school staff

Goals:

- Achieve an average attendance of 150 unduplicated students participating in Discovery throughout the academic
 year
- Maintain an average score of 85% or higher on post-session learning objective assessments, demonstrating achievement of program targets
- Attain at least 75% of students expressing interest in academics as reported by parents on post-program surveys
- Achieve a 90% satisfaction rate among parents regarding program operation as reported on post-program surveys.

Meals 4 Kids Meal Assistance

Evaluation Methods:

- Track the number of meal packs distributed and pounds/meals distributed at each distribution.
- Assess collaboration with school officials and gather qualitative feedback to ensure program effectiveness.

Goal:

• Distribute meal packs to the entire student body at two partner elementary schools

MILESTONES and SCHEDULE:

Throughout the academic year, Hands On Atlanta's programs in Fulton County Schools provide continuous support to enrolled students. Participants in the student support coaching program and Discovery programs will engage in our enriching activities for the entirety of the Fall 2025 semester. Planning for these programs commences in June or July of each academic year, coinciding with the initial onboarding of AmeriCorps members. In August, members undergo a comprehensive week-long training session led by the Education Program Team, supplemented by school-specific training sessions conducted at their respective partner schools. Concurrently, Hands On Atlanta program staff liaise with partner school staff to finalize program plans, volunteer assignments, and activity schedules. By October of each academic year, student caseloads for the AmeriCorps student support coaching program are established and maintained.

Additionally, the first Discovery session of the academic year occurs in October, with subsequent sessions taking place bi-monthly through May. In the calendar year 2025, Hands On Atlanta's educational programming operates from January to May and from August to December. One distribution of Meals 4 Kids is tentatively scheduled at two of our three partner schools for Fall 2025, preceding either Thanksgiving or Winter Break, subject to partner school preferences.

DATA COLLECTION TOOLS:

AmeriCorps Student Support Coaching Program: Hands On Atlanta student support coaches collect data utilizing various tools to report on student participation and progress throughout the program. Hands On Atlanta students receiving student support interventions will be evaluated for pre- to post-program growth in competencies such as self-awareness, self-management, social awareness, relationship skills, responsible decision-making, and optimistic thinking using Aperture's DESSA-mini, a nationally standardized assessment tool, and FranklinCovey's Leader in Me framework. Our teams maximize our use of Aperture's 24/7 online system to measure the six aforementioned competencies at the pre, mid-, and post-testing points, ensuring early student intervention and improvements as needed. This data is compared to the same metrics biannually, if available, to demonstrate student progress. We anticipate students will demonstrate both social/behavioral skill improvements and academic improvements biannually (January to May vs. September to December). Hands On Atlanta student support coaches complete counseling logs for all student encounters to identify emerging patterns and develop individual case management plans. These notes are also used in weekly case management meetings with the school guidance counselor, principal, and/or site supervisor. This mechanism ensures that our team and our partner schools will be apprised of up-to-date student progress and challenges. We publish a comprehensive report annually.

Discovery educational enrichment program: Hands On Atlanta tracks student attendance through parent registration forms and program attendance sheets. Student satisfaction and mastery of curriculum concepts are evaluated at the end of each Discovery session. A parent survey is administered near the end of the school year to collect parent feedback and demonstrate the program's success. Discovery volunteers complete a satisfaction survey following each volunteer event. Additionally, each school designates a member of their staff as the on-site contact from the school, who completes a feedback survey at the end of the program year.

Meals 4 Kids meal assistance: Hands On Atlanta tracks the number of packs distributed (always ensuring enough for the entire student body) and the number of pounds/meals at each distribution. Program staff collaborate closely with school officials on program planning and implementation, and we request feedback from the school following each food distribution to ensure that we are meeting the needs and expectations of the school, its students, and their families. Additionally, Meals 4 Kids volunteers complete a satisfaction survey following each volunteer event.

Hands On Atlanta uses an internal cloud-based management system platform to effectively and efficiently monitor student progress and demonstrate program impact in all three program components described above. We adhere to the applicable data confidentiality standards which are outlined in our executed agreements with partner schools.

COUNTY DEFINED PERFORMANCE MEASURES:

Hands On Atlanta will report on three county-defined performance measures within the Children and Youth Services funding priority, including:

- Number of school-aged youth benefiting from Afterschool/Out of School Programs to help bring up academic and social/behavioral levels. For this measure, our goal is that 150 unduplicated students will participate in Discovery, offered on average every other Saturday morning throughout the academic year.
- Number of Elementary and middle schools' students meeting target reading level. Approximately 95 students who participate in the Hands On Atlanta academic enrichment program will demonstrate increased literacy proficiency throughout the year (MAP assessment data provided by Fulton County Schools).
- Number of youth/teens receiving referrals to behavioral health, evidence based programming and other supportive services. Approximately 115 students will receive referrals to Student Success Skills coaching for social/ behavioral health including communication skills and problem solving.

Agency Defined Performance Measure(s):

Hands On Atlanta will report on five agency-defined performance measures during the reporting period, including:

- At least 60% of students receiving student support interventions will show pre- to post-growth in competencies such as interpersonal skills, attitude, and/or mindset, relationship-building, empathy, and problem-solving via the DESSA-mini nationally validated pre/post student assessments.
- The average score from the Discovery post-session learning objective assessments will be 85% or higher, demonstrating that students met the learning targets from the Discovery program curriculum.
- At least 75% of students participating in Discovery will demonstrate an increased interest in their academics as

reported by parents on the post-program survey.

- Approximately 90% of parents will report being highly satisfied or satisfied with the Discovery program and its operation as reported by parents on the post-program survey.
- Hands On Atlanta will distribute 1,265 meal packs to all students of the entire student body at two of our three partner elementary schools prior to one extended school break period.

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 \$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 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 <u>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.</u>
- (d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.
- (e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

Department of Community Development c/o: Youth and Community Services Division hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Hands On Atlanta Inc. 600 Means Street NW Suite 100 Atlanta, Georgia 30318

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 **Hands On Atlanta 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:	Hands On Atlanta
Project No. and Project Title:	30011 Hands On Atlanta Education Programs

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:

71840	12/06/2007	
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	Date of Authorization	
Hands On Atlanta		
Authorized Officer or Agent (Name of Contractor)		
I hereby declare under penalty of perjury that the foregoing is true and correct		
Jay Cranman	CEO	
Printed Name (of Authorized Officer or Agent of Contractor) Jay Cranman Jay Cranman (Mar 4, 2025 10:36 EST)	Title (of Authorized Officer or 03/04/25	Agent of Contractor)
Signature (of Authorized Officer or Agent)	Date Signed	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF MAY CL., 20 25 Notary Public My Commission Expires: 4/24/88	[NOTARY SEAL]	EXPIRES GEORGIA JUNE 26 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).

FORM F: GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 by executing the Contractor Affidavit provided.

Applicants are required to complete and upload FORM F and FORM G in two (2) places: Bidnet and WebGrants. Proposal will be deemed ineligible if Forms F&G are not uploaded in both Bidnet and WebGrants

FORM F: 2025 Georgia Security and Immigration Contractor Affidavit and Agreement FORM G: 2025 Georgia Security and Immigration Subcontractor Affidavit.

- Must use templates provided by the Fulton County Purchasing Department.
 Previous year forms will not be accepted.
- Form F must include name of agency, EEV number, Signature & Notary.
- Form G must include name, EEV number, and Signature of subcontractor.
- If Form G is not applicable, add agency name and N/A on the document.

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

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

Upload 2 - Via WebGrants under 2025 CSP Eligibility Requirements: https://fulton.dullestech.net

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

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

Purchasing Forms & Instructions

FORM G: GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT SUBCONTRACTOR AFFIDAVIT

Instructions:

Subcontractors must attest to compliance with the requirements of O.C.G.A 13-10-91 by executing the Contractor Affidavit provided.

Applicants are required to complete and upload FORM F and FORM G in two (2) places: Bidnet and WebGrants. **Proposal will be deemed ineligible if Forms F&G are not uploaded in both Bidnet and WebGrants**

FORM F: 2025 Georgia Security and Immigration Contractor Affidavit and Agreement FORM G: 2025 Georgia Security and Immigration Subcontractor Affidavit.

- Must use templates provided by the Fulton County Purchasing Department.
 Previous year forms will not be accepted.
- Form F must include name of agency, EEV number, Signature & Notary.
- Form G must include name, EEV number, and Signature of subcontractor.
- If Form G is not applicable, add agency name and N/A on the document.

Upload 1-Via Purchasing Bid page - BidNet Direct:

https://www.bidnetdirect.com/georgia/fultoncounty

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

Upload 2 - Via WebGrants under 2025 CSP Eligibility Requirements: https://fulton.dullestech.net

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

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

My Commission Expires:



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	N/A			
Project No. and Project Title:	N/A			
	FORM G: SUBCONTRAC	CTOR AFFIDAVIT		
stating affirmatively that the indi of services under a contract w registered with and is participal verification of work authorization Security or any equivalent federal of Homeland Security to verify in	vidual, firm or corporation vith (name of contractor in a federal work on programs operated by all work authorization programation of newly hired A), P.L. 99-603], in accordance of the contraction of the	or verifies its compliance with O.C.G.A. 13-10-91, on which is engaged in the physical performance or on behalf of (name of public employer) has authorization program* [any of the electronic by the United States Department of Homeland orgram operated by the United States Department of Homeland demployees, pursuant to the Immigration Reform occordance with the applicability provisions and		
N/A		N/A		
Federal Work Authorization User Number (EEV/E-Verify Company Number)		Date of Authorization		
N/A				
Authorized Officer of Agent				
(Name of Subcontractor)				
I hereby declare under penalty perjury that the foregoing is trecorrect				
N/A		N/A		
Printed Name (of Authorized Officer	or Agent of Contractor)	Title (of Authorized Officer or Agent of Contractor)		
		N/A		
Signature (of Authorized Officer or A	gent)	Date Signed		
SUBSCRIBED AND SWORN BEFO	RE ME ON THIS THE			
N/A DAY OF N/A	, 20			
N/A		INOTADY CEAL		
Notary Public		[NOTARY SEAL]		

^{*} 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) 6/4/2025

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	-	CONTACT NAME: Andrea Potts			
Manry Heston 2109 LaVista Executive Park		PHONE (A/C, No, Ext): 770-939-3231	FAX (A/C, No): 770-939	-8978	
Tucker GA 30084		E-MAIL ADDRESS: apotts@manryheston.com			
		INSURER(S) AFFORDING COVERAGE		NAIC#	
		INSURER A: Selective Insurance Company of South	n Carolina	19259	
INSURED	HANDONA-01	INSURER B:			
Hands On Atlanta 384 Northyards Blvd., NW Suite 190 Atlanta GA 30313		INSURER C:			
		INSURER D:			
		INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 1782551087	REVISION NUM	/IBER:		

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	CECOTORIO AND CONDITIONS OF SOCIE	ADDL SUBI		POLICY EFF	POLICY EXP		
LTR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		S 2030926	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000
	CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$3,000,000
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$3,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		S 2030926	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO					BODILY INJURY (Per person)	\$
	X OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	X UMBRELLA LIAB X OCCUR		S 2030926	7/1/2024	7/1/2025	EACH OCCURRENCE	\$2,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	DED RETENTION\$						\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 9073252	9/1/2024	9/1/2025	X PER OTH- STATUTE ER	
	ANYPROPRIETOR PARTILIPE	N/A				E.L. EACH ACCIDENT	\$1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	"/"				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
А	A Abuse or Molestation Liability		S 2030926	7/1/2024	7/1/2025	Each Occurrence Limit Aggregate Limit	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) General Liability - Blanket Additional Insureds As Required By Contract; Additional Insureds, Primary and Non-Contributory Provision; Waiver of Transfer of Rights of Recovery (Subrogation) per ElitePac General Liability Extension Endorsement Form CG 73 00GA 11 23.

Automobile Liability - Blanket Additional Insureds As Required by Written Contract; Waiver of Subrogation per ElitePac Commercial Automobile Extension Form CA 78 09 04 24.

Workers Compensation - Blanket Waiver of Subrogation As Required by Written Contract per Waiver of Our Right to Recover from Others Endorsement Form WC 00 03 13 (04/84). See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

Fulton County Government Purchasing Department 130 Peachtree Street, S.W. Suite 1168 Atlanta GA 30303

AUTHORIZED REPRESENTATIVE

ACENCY	CUSTOMER ID:	HANDONA 01
$\Delta(\exists \vdash N(\exists Y))$	CUSTOMERID	HANDUNA-U

	LOC #:
ACORD®	ADDITIONAL REMARKS SCHEDULE

AGENCY Manry Heston		NAMED INSURED Hands On Atlanta 384 Northyards Blvd., NW	
POLICY NUMBER		Suite 190 Atlanta GA 30313	
CARRIER NAIC CODE			
		EFFECTIVE DATE:	

POLICY NUMBER		Suite 190 Atlanta GA 30313			
CARRIER	NAIC CODE				
		EFFECTIVE DATE:			
ADDITIONAL REMARKS	, '				
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC					
FORM NUMBER: 25 FORM TITLE: CERTIFICATE O	F LIABILITY IN	NSURANCE			
"This Certificate of Insurance represents coverage currently in effe	ect and may or	may not be in compliance with any written contract."			
Please note due to directives received from the Georgia Departme operations field on the certificate. The only wording that can be en operations/Locations/Vehicles". We recommend that the certificate additional insured status only when there is a written contract between	ent of Insurance itered in this fie to holder review veen the Name	e we are no longer allowed to enter any special wording in the description of eld is the wording for which it was intended "Description of the terms and conditions of the endorsement as some policy forms provided Insured and the Certificate Holder that requires such status.			

ACORD 101 (2008/01)

DESCRIPTION

ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00GA 11 23

PAGE FOUND

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

Additional Insureds — Primary and Non-Contributory Provision	Page 7
Blanket Additional Insureds — As Required By Contract	Page 5
 Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) Lessors of Leased Equipment Managers or Lessors of Premises Mortgagees, Assignees and Receivers Any Other person or organization other than a joint venture Grantors of Permits 	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 4
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. Employer's Liability under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

- A. Paragraph (2) of Exclusion g. Aircraft, Auto Or Watercraft under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is deleted in its entirety and replaced with the following:
 - (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
 - (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent.
- B. The following is added to Exclusion g. Aircraft, Auto Or Watercraft under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew.

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. Exclusions under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III** — **LIMITS OF INSURANCE.**

- B. Paragraph 6. under SECTION III LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:
 - 6. Subject to Paragraph 5. above, the most we will pay under COVERAGE A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.
- **C.** Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V DEFINITIONS** is deleted in its entirety and replaced with the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

- A. Exclusion p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is deleted in its entirety and replaced by the following:
 - p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III** — **LIMITS OF INSURANCE**:

Subject to **5**. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. Any Insured under COVERAGE C MEDICAL PAYMENTS, 2. Exclusions is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. Products-Completed Operations Hazard under COVERAGE C MEDICAL PAYMENTS, 2. Exclusions is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

- A. Subparagraph 1.b. under SUPPLEMENTARY PAYMENTS COVERAGES A AND B is deleted in its entirety and replaced with the following:
 - b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- B. Subparagraph 1.d. under SUPPLEMENTARY PAYMENTS COVERAGES A AND B is deleted in its entirety and replaced with the following:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members

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

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

- 1. Your officials;
- 2. Your trustees;
- 3. Your members;
- 4. Your board members:
- 5. Your commission members;
- 6. Your agency members;
- 7. Your insurance managers;
- 8. Your elective or appointed officers; and
- **9.** Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under SECTION II WHO IS AN INSURED does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under SECTION II WHO IS AN INSURED does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under SECTION II WHO IS AN INSURED does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. Employer's Liability under SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under SECTION II WHO IS AN INSURED is deleted in its entirety and replaced with the following:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, COVERAGE A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
 - b. The following paragraph is added to SECTIONII WHO IS AN INSURED, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the Primary and Non-Contributory provision set forth in this endorsement, SECTION II

 WHO IS AN INSURED is amended to include as an additional insured:
 - 1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
 - **b.** Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **a.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **a.**, above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- **(2)** Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **a.** above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- (2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - **(b)** The construction, erection or removal of elevators; or
 - **(c)** The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- **B.** The insurance coverage afforded to the additional insureds in this coverage extension:
 - Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
 - 2. Only applies to the extent permitted by law; and
 - 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II** — **WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- **b.** Any express warranty unauthorized by you;
- **c.** Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under SECTION II — WHO IS AN INSURED is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

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

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

- **1.** You, if you are an individual;
- 2. A partner, if you are a partnership;
- **3.** An "executive officer" or insurance manager, if you are a corporation;
- **4.** Your members, managers or insurance manager, if you are a limited liability company; or
- 5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. Other Insurance, b. Excess Insurance under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6.

Representations under SECTION IV —

COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. Transfer of Rights Of Recovery Against Others To Us under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

- Waive any right of recovery against that person or organization; or
- 2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
- 3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

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

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

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

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention.

However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

- **A.** The following is added to Definition **14.** "Personal and advertising injury":
 - "Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:
 - 1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under SECTION II — WHO IS AN INSURED;

- 2. Not done intentionally to cause harm to another person.
- Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
- Not arising out of any "advertisement" by the insured.

B. The following definition is added to SECTION V — DEFINITIONS:

"Discrimination" means:

- **a.** Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V** — **DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V** — **DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V** — **DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V** — **DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENT TO SECTION I - COVERED AUTOS COVERAGES AND SECTION II - COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

- 1. Without your permission;
- 2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
- For any purpose other than the conduct of your business; or
- **4.** By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

- **1.** \$250,000; or
- **2.** The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II**, **A.1. - Who Is An Insured**:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

- 1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- **2.** Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of SECTION II, A.2.a. - Supplementary Payments are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II**, **B.4**. - **Exclusions**:

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5.** - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II**, **B.6**. - **Exclusions**:

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

- The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
- **2.** A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II**, **A.1. - Who Is An Insured**:

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II**, **A.1. - Who Is An Insured**:

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

- 1. It is required in the written contract, written agreement or written permit identified in this section;
- 2. It is permitted by law; and
- 3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".
- **C.** If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III**, A.3. - **Glass Breakage** - **Hitting A Bird Or Animal** - **Falling Objects or Missiles**:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs 1. or 2. below:

- We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
- 2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph **2**. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

- **1.** The Limit of Insurance stated in the ElitePac Schedule; or
- 2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- 3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - **(b)** Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- Any covered "auto" you lease, hire, rent, or borrow; and
- 2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

- a. Overdue or any deferred lease/loan payments at the time of "loss":
- **b.** Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
- Security deposits not refunded by the lessor or financial institution;
- **d.** Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
- **e.** Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

The insurance provided by this coverage provision is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

PERSONAL EFFECTS

The following is added to **SECTION III**, A.4. - Coverage Extensions:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III**, **B.3.a**. - **Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

- 1. Global positioning systems;
- 2. "Telematic devices"; or
- 3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - **a.** Permanently installed in or upon the covered "auto" at the time of the "loss";

- **b.** Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss":
- **c.** Designed to be solely operated by use of power from the "auto's" electrical system; or
- **d.** Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible**:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

- The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV**, **A.2.a.** - **Duties In The Event Of Accident**, **Claim**, **Suit Or Loss**:

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

- 1. You, if you are an individual;
- **2.** A partner, if you are a partnership;
- **3.** An executive officer or insurance manager, if you are a corporation;
- **4.** Your members, managers or insurance manager, if you are a limited liability company;
- Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV**, **A. - Loss Conditions**:

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV**, **B.2.** - **Concealment**, **Misrepresentation Or Fraud**:

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- **b.** Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV**, **B.8. - Two Or More Coverage Forms Or Policies Issued By Us**:

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

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

ADDITIONS TO SECTION V - DEFINITIONS COVERAGE TERRITORY

"Coverage Territory" means:

- 1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
- 2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who is not your "employee" and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

SCHEDULED POLICY FOLLOWING FORM LIABILITY COVERAGE ENDORSEMENT

POLICY NUMBER: s 2030926 COMMERCIAL UMBRELLA LIABILITY

CXL 338 08 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to SECTION I — COVERAGES, A. INSURING AGREEMENT:

- 7. Excess Following Form Liability Coverage Over Underlying Claims Made or Occurrence Coverage for Scheduled Policies:
 - **a.** We will pay, on behalf of the insured, the "ultimate net loss" in excess of the Limits of Liability of the "underlying insurance" listed in the Declarations for the Schedule of Policies listed below provided that:
 - (1) The "ultimate net loss" is caused by an "occurrence" happening in the "coverage territory" during the policy period; and
 - (2) Coverage must be afforded by the Schedule of Policies or coverage would have been afforded but for the exhaustion of the Limit of Liability shown in the Declarations for the Schedule of Policies.
 - **b.** The Limits of Liability of the "underlying insurance" for the Schedule of Policies will apply even if:
 - (1) The "underlying insurer" claims the insured failed to comply with any condition of the policy, or
 - (2) The "underlying insurer" becomes bankrupt or insolvent.

Coverage under this Endorsement will not apply to any "ultimate net loss" for which coverage exists under any other provision of this policy nor shall the Limit of Insurance of this policy be increased as a result of the existence of this Endorsement.

Coverage under this Endorsement follows the form of the Schedule of Policies and is subject to the same terms, conditions, agreements, exclusions and definitions as those contained in the Schedule of Policies unless otherwise provided in this Coverage Part or its endorsements.

SECTION V — DEFINITIONS:

The definition of "occurrence" is amended to include damages and/or wrongful acts as defined by the underlying scheduled policy.

Schedule of Policies

Policy Number | Issuing Company | Policy Coverage Part Title | Policy Period |
S 203092612 | SELECTIVE INS CO OF SOUTH | Social Serves Prof Liab | 07/01/2024-07/01/2025

Docusign Envelope ID: 86590C19-F2A7-4186-B682-1D2374DE5154

WC 00 03 13 WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on		at 12:01 A.M., standard time, forms a part of
Policy No. wc 9073252	(DATE) Endorsement No.	Premium (if any) \$
of the (NAME	E OF INSURANCE COMPANY)	
issued to		
		Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any party for whom you have agreed via written contract to waive subrogation prior to any loss.

This waiver is not applicable in any jurisdiction where prohibited by statute or regulation.

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

OWNER:	CONTRACTOR:
FULTON COUNTY, GEORGIA Docusigned by: Robert L. Pitts Robert L. Pitts, Chairman Fulton County Board of Commissioners	VENDOR NAME Signed by: Name of Signatory: Jay Cranman Jay Crawman CEO O08CB631BA614AB Authorized Signature
ATTEST: Signed by: Danyal Grau FEC476C4837648D Tonya R. Grier Clerk to the Commission (Affix County Seal)	ATTEST: Signed by: Name of 2nd Signatory: Nicki Brown Mck Browthle of 2nd Signatory: Director of Development C894FE8634F34E5 Second Authorized Signature (Affix Corporate Seal, if applicable)
APPROVED AS TO FORM: Signed by: David Lowman OEC92EDADEFB4B8 Office of the County Attorney	
APPROVED AS TO CONTENT: Stanley Wilson Stanley Wilson, Director Fulton County Department of Community Development Please select RM or 2ND RM from the check	rhov
RM	χ 2ND RM
ITEM#: RM: REGULAR MEETING	ITEM#: 25-0398 2ND RM: 05/21/2025 SECOND REGULAR MEETING



Certificate Of Completion

Envelope Id: 86590C19-F2A7-4186-B682-1D2374DE5154

Subject: Please DocuSign: 2025 CSP Contract-Hands On Atlanta Inc.-BOC Agenda#25-0398

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 49 Certificate Pages: 7 AutoNav: Enabled

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

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Signatures: 6 Initials: 0

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Envelope Originator: Cherie Williams 141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Cherie.Williams@fultoncountyga.gov

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Signer Events

Jay Cranman

grants@handsonatlanta.org

Security Level: Email, Account Authentication

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Signature

Jay (ranman

Signature Adoption: Pre-selected Style Using IP Address: 66.56.52.217

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Electronic Record and Signature Disclosure:

Accepted: 6/13/2025 12:57:27 PM

ID: 134672da-c962-469d-9d34-51811d04a025

Nick Brown

nbrown@handsonatlanta.org

Security Level: Email, Account Authentication

(None)

Signed by: Mck Brown C894FE8634F34E5..

Signature Adoption: Pre-selected Style

Using IP Address:

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Electronic Record and Signature Disclosure:

Accepted: 6/23/2025 9:19:05 AM

ID: d096c8c7-932d-45c4-9d5f-db6cc197fdfe

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

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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: 6/24/2025 1:47:37 PM

ID: 29746ede-424d-4662-8740-408f819d17bd

David Lowman

David.Lowman@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 6/24/2025 1:56:06 PM

ID: 3734ad03-b3b5-4c46-bec3-9fdafed1adb2

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

Fulton County

Security Level: Email, Account Authentication

(None)

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)

Signature

Stanley Wilson
5E4D76DFB4A0450...

Signature Adoption: Pre-selected Style Using IP Address: 75.43.132.102

Completed

Using IP Address: 24.99.91.51

Signed by:

David Lowman

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

Completed

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DocuSigned by:

Robert L. Pitts BA715B1A26544E7...

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-Signed by:

Derryal Hour EEC476C4837648D...

Signature Adoption: Uploaded Signature Image

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Electronic Record and Signature Disclosure:

Signer Events Signature **Timestamp** Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4 Sent: 7/1/2025 10:04:05 AM Mark Hawks3 Completed mark.hawks@fultoncountyga.gov Viewed: 7/9/2025 10:21:01 AM Chief Assistant Purchasing Agent Signed: 7/9/2025 10:21:07 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: 6/12/2025 9:02:51 PM 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: 6/12/2025 9:02:51 PM Cherie Williams COPIED cherie.williams@fultoncountyga.gov Resent: 7/9/2025 10:21:24 AM Fulton County Government Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign Carlos Thomas Sent: 6/12/2025 9:02:52 PM 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: 7/9/2025 10:21:13 AM COPIED dian.devaughn@fultoncountyga.gov Viewed: 7/9/2025 4:37:44 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	6/12/2025 9:02:51 PM		
Certified Delivered	Security Checked	7/9/2025 10:21:01 AM		
Signing Complete	Security Checked	7/9/2025 10:21:07 AM		
Completed	Security Checked	7/9/2025 10:21:13 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.

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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.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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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i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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