

CONTRACT DOCUMENTS

FOR

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

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this **1st day of January 2024**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as "Fulton County" or "County"), a political subdivision of the State of Georgia, acting by and through its Community Development Department's Youth and Community Services Division ("YCS"), and **Atlanta Legal Aid Society**, **Inc.** (hereinafter referred to as "Contractor"), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the "Parties").

WITNESSETH

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

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

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

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

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

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

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ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by

Fulton County to render the services as hereinafter defined and required; to perform such services

in a manner and to the extent required by the parties herein; and as may be hereafter amended or

extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized

representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter

into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton

County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from 01/01/2024, until midnight 12/31/2024.

(e) Fulton County shall have the right to suspend immediately Contractor's performance

hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of

Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

Upon execution of this Agreement, the Contractor will provide the following services for Fulton

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County:

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Senior Services

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: To improve health outcomes for older adults, To increase access to services that enable older adults to remain in the community and age in place, To provide gap services to older adults that aligns with the Strategic Priorities of Fulton County Government

Veterans Services: Not Applicable

Atlanta Legal Aid Society, Inc., Fulton County Seniors Program will provide services at the following locations at specified times during the contract period of 01/01/2024 through 12/31/2024:

Service Delivery Site(s):

Name of Program Site	Program Location (complete physical address)	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location	District(s) of Fulton County Residents Served by the program (facility) location
Atlanta Legal Aid Society, Inc.	54 Ellis Street NE	Atlanta	GA	30303	4	1,2,3,4,5,6

Approach and Design:

Atlanta Legal Aid Society, Inc., Fulton County Seniors Program will provide services to **320** clients that reside in Fulton County, with CCSP funding.

Atlanta Legal Aid Society, Inc., will provide the following activities and services in Fulton County with CCSP funding:

Activities and Services Provided

The activities and services that the Fulton County Seniors Program provides include direct legal advice and information, referrals, and brief legal representation. Activities also include screening clients and conducting outreach events at local senior centers and multipurpose facilities. Activities will be provided to at least 320 Fulton County seniors who face issues with housing, income maintenance including food stamps/SNAP benefits, health insurance, consumer debt or other civil legal matters that are barriers to accessing needed benefits and supports and jeopardize their health, independence, food security or housing stability.

How the Activities and Services Will Accomplish the Desired Results for Fulton County Seniors

Fulton County seniors can seek and access legal services in a variety of ways. Seniors ages 60 years and older can call
our statewide Georgia Senior Legal Hotline (renamed "Georgia Senior Legal Aid"), or apply online through our website,
or in-person at our downtown Atlanta or office. Cases for Fulton County seniors will also be initiated through Atlanta
Legal Aid, Grady Healthcare, DFCS Kinship Navigators or other partner referrals. Our Fulton County Seniors Program
attorneys also take applications during outreach events, which are conducted several times a year. All applicants will
receive brief services, advice, and referrals. Our Georgia Senior Legal Aid has a demonstrated track record of
successfully assisting seniors with retaining housing, income, food stamps and health benefits through legal advice, brief
services and referral. Cases appropriate for extended service will be served through our Senior Citizens Law Project,
where our attorneys and volunteers work to protect safe and stable housing, income and health benefits for seniors with
more complex legal problems.

Staff attorneys, paralegals, intake specialists and volunteers will provide client screening, both in-person and over the telephone. Staff attorneys and paralegals will conduct outreach seminars at local senior centers and multipurpose facilities, and will provide legal advice and representation to Fulton County seniors. Fulton County Senior Program services help seniors maintain independence, prevent homelessness, access food stamps, Social Security and other income maintenance benefits, as well as health, housing and consumer benefits. The Fulton County Seniors Program also works to seek protection from abuse and neglect. Through the work of staff and volunteer attorneys, we will help seniors obtain or maintain medical insurance necessary to ensure optimal health, and will preserve stable housing for senior households who may be threatened with homelessness. The work of staff attorneys and volunteers will help protect the rights of low-income seniors to remain stably housed in decent, safe and affordable homes and apartments. Our work also helps seniors obtain and maintain access to food through the Supplemental Nutrition Assistance Program (Food Stamps). We document the outcomes of each case to provide evidence of results achieved for clients and to help identify trends in issues impacting seniors.

Fulton County "Health and Human Services" Strategic Priority Area Program Objectives
Fulton County Seniors Program activities and results align most directly with the Fulton County "Health and Human
Services" Strategic Objective: "Support the vulnerable residents in our social services" and corresponding Key
Performance Indicator: Number of residents who have access to home based and community based services for seniors
and people with disabilities."

The Fulton County Seniors Program obtains legal outcomes for seniors that increase their viability to maintain independence through improved or more timely access to health, housing, income maintenance, and consumer benefits, and other services that support health and wellness of Fulton County seniors. Fulton County Community Services Program (CSP) funds help support more low-income Fulton County seniors' ability to access healthcare, income, supplemental nutrition assistance, other benefits to obtain or preserve affordable and suitable housing and other benefits to stabilize kinship care families.

CSP Funding Priorities

The Fulton County Seniors Program will address the Fulton CSP Senior Services Funding Priorities:

- 1. To provide gap services to older adults that aligns with the Strategic Priorities of Fulton County Government.
- 2. To increase access to services that enable older adults to remain in the community and age-in-place.
- 3. To improve health outcomes for older adults.

Legal Aid attorneys obtain legal outcomes for Fulton County seniors that increase access to health, income, housing, consumer and other benefits and services that help more older adults who wish to remain in their communities and age-in-place be able to do so. Legal outcomes obtained for Fulton County seniors result in improved economic stability with access to needed benefits, services and supports; improved housing stability with better access to affordable housing and assistance with landlord-tenant matters; food security with helping seniors access Food Stamp and other income maintenance benefits; and improved independence and mobility with more vulnerable residents able to live independently or with family with appropriate services and supports in place. The work of legal aid attorneys yields legal outcomes that support desired results for Fulton County seniors: increased access to legal services; increased mobility to medical appointments and other services that support health and wellness; and increase in viability to maintain independence and optimal quality of life.

Collaborative Relationships

Atlanta Legal Aid has a long history of developing collaborative community partnerships to ensure that services reach those with the greatest economic and social need for legal assistance.

- 1) Atlanta Legal Aid partners with Atlanta Volunteer Lawyers to connect seniors with volunteer attorneys to help them maintain affordable housing.
- 2) Atlanta Legal Aid partners with Alston & Bird, to provide Fulton County seniors with Advance Directives for Healthcare.
- 3) Atlanta Legal Aid partners with Georgia Association of Black Women Attorneys Foundation to provide Fulton County seniors with wills and Advance Directives for Healthcare.
- 4) Atlanta Legal Aid partners with Project GRANDD to provide support services to Fulton County seniors caring for special needs grandchildren.
- 5) Atlanta Legal Aid partners with the Atlanta Community Food Bank to help Fulton County seniors obtain food stamps and to identify areas for advocacy regarding food stamp access.
- 6) Atlanta Legal Aid partners with Grady Healthcare System to provide outreach and legal services to Grady patients, including Fulton seniors, who need legal services to obtain or maintain health insurance and other benefits or who need assistance with other legal matters.
- 7) Atlanta Legal Aid partners with support staff of the Coca Cola legal department to handle calls to the Senior Hotline, including a significant number of calls from Fulton County seniors.
- 8) Atlanta Legal Aid partners with Community Friendship, Inc. to provide outreach and legal services to Fulton County residents with mental illness who need legal services to obtain or maintain health insurance and other benefits or who need assistance with other legal matters.

Designation of CSP Funds:

Based on the awarded amount of <u>\$45,233.00</u>, the CCSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

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

Operational Expenditures- CCSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as office/ warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), utility expenses, transportation expenses (staff travel expenses), marketing/catalogs, etc.

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

The maximum amount of CCSP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	\$0.00
Operational	\$0.00
Direct Services	\$45,233.00
Total	\$45,233.00

Explanation of Funding Details:

All requested CCSP funds will be spent on Direct Services. Funds are requested to support a portion of staff attorney salary for time spent providing legal services to Fulton County seniors.

Program Performance Measures:

Atlanta Legal Aid Society, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Number of seniors who report an increase in viability to maintain independence

Veterans Services: Not Applicable

The following program measures/ Key Performance Indicators ("KPI's") will be utilized to track and report program outcomes for the Fulton County residents supported with CSP funding, during the funding period 01/01/2024 through 12/31/2024:

Program Measures and Key Performance Indicators

The Fulton County Seniors Program will measure its impact upon the target population based upon the following key performance indicators demonstrating progress towards associated program goals that support County Defined Performance measures:

Goal 1: More Fulton County seniors maintain health benefits, income maintenance, consumer protection and other benefits to access basic needs.

County Defined Performance Measure: Number of seniors who report an increase in viability to maintain independence. Agency Defined Program Measure/Key Performance Indicator 1: The Fulton County Seniors Program will help seniors improve or maintain optimal health by protecting seniors' access to over \$452,782.78 in annual and one time health and personal care benefits, which provide access to health and supportive services needed to keep seniors healthy and promote independence.

Goal 2: Residents have better access to affordable housing and more Fulton County seniors maintain their independence. County Defined Performance Measure: Number of seniors who report an increase in viability to maintain independence. Agency Defined Program Measure/Key Performance Indicator 2: The Fulton County Seniors Program's advocacy will protect housing for Fulton County seniors, resulting in \$226,391.39 of mortgage debt eliminated or home equity saved and will preserve or secure over \$45,278.28 in annual housing benefits such as Section 8 subsidies.

Milestones

The major milestones to be achieved during the 2023 grant period include:

1st Quarter: By March 31, 2023, the Fulton County Seniors Program will open cases for approximately 80 Fulton County seniors.

2nd Quarter: By June 30, 2023, the Fulton County Seniors Program will open cases for approximately 80 more Fulton County seniors.

3rd Quarter: By September 30, 2023, the Fulton County Seniors Program will open cases for approximately 80 more Fulton County seniors.

4th Quarter: By December 31, 2023, the Fulton County Seniors Program will open cases for approximately 80 more Fulton County seniors.

Methods

Atlanta Legal Aid will use its electronic case management system to collect and report on performance measurement data. Atlanta Legal Aid has well-structured systems for monitoring the impact of its work. Atlanta Legal Aid tracks its work in a sophisticated electronic case handling database system, called Legal Server, which measures case outputs and outcomes achieved for clients. Cases are categorized by problem type, service type, and reason closed. When quantifiable programmatic results can be determined or reasonably predicted, our staff record outcomes of legal assistance, such as the number of advanced directives for healthcare provided or the amount of equity in homes saved. Community outreach and volunteer efforts are also tracked in this system. Our case management database allows us to run customized reports detailing the types of services provided, outcomes achieved such as the number of people who benefited, the dollar value of benefits obtained or retained, and the types of benefits that clients received.

Agency Defined Performance Measure(s):

Agency Defined Program Measure/Key Performance Indicator 1: The Fulton County Seniors Program will help seniors improve or maintain optimal health by protecting seniors' access to over \$452,782.78 in annual and one time

health and personal care benefits, which provide access to health and supportive services needed to keep seniors healthy and promote independence.

This agency defined performance measure aligns with the County Defined Performance Measure: Number of seniors who report an increase in viability to maintain independence.

This agency-defined performance measure and County-defined performance measure support the Fulton County Seniors program goal: More Fulton County seniors maintain health income and benefits to access basic needs.

Agency Defined Program Measure/Key Performance Indicator 2: The Fulton County Seniors Program's advocacy will protect housing for Fulton County seniors, resulting in \$226,391.39 of mortgage debt eliminated or home equity saved and will preserve or secure over \$45,278.28 in annual housing benefits such as Section 8 subsidies.

This agency defined performance measure aligns with the County Defined Performance Measure: Number of seniors who report an increase in viability to maintain independence.

This agency-defined performance measure and County-defined performance measure support the Fulton County Seniors program goal: More Fulton County seniors have better access to affordable housing with appropriate services and supports and more Fulton County seniors maintain their independence.

ADDITIONAL REQUIREMENTS

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

- 1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
- 2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
- 3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).

- 4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
- 5. Contractor agrees to comply with the Operational Specifications outlined in 2024 Consolidated Community Services Program 24RFP013124C-MH.
- 6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgment: "Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."

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

Reporting

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

- 7. Contractor will be required to submit completed performance reports (with deadlines of (July 12, 2024, and January 10, 2025) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
- 8. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
- 9. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Community Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with CCSP funding may result in reimbursement of CCSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
- 10. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with CCSP

funding, and LEDGERS demonstrating how Community Services Program funds were expended for the specified reporting period.

Expenditure of Funds

- 11. Contractor is prohibited from utilizing CCSP funds for capital expenditures. (A "capital expenditure" is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of "capital expenditure" (e.g., children's story books, educational materials, games, puzzles, and flash cards).
- 12. Community Services Program funds must be expended by December 31st of the contract year. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor's failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

- (a) Fulton County agrees to pay Contractor a maximum sum of \$45,233.00.
- (b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.
- (c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the

compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

- (d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in 2024 Consolidated Community Services Program 24RFP013124C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.
- (e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

- (a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.
- (b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.
- (c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than <u>July 12, 2024</u> for the period January 1, 2024-June 30, 2024; and January 10, 2025 for the period July 1, 2024-December 31, 2024.
- (d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.
- (e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by

postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

Department of Community Development c/o: Youth and Community Services Division

hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303

To Contractor:

Atlanta Legal Aid Society, Inc. 54 Ellis Street NE Atlanta, Georgia 30303

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

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

ARTICLE V - INDEMNIFICATION

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

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

- (a) This Agreement is effective on 01/01/2024, and shall terminate on 12/31/2024, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.
- (b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.
- (c) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.
- (d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to

and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

- (e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.
- (f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

Contractor acknowledges that **Atlanta Legal Aid Society, 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.

<u>ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY</u>

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

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

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

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

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

- (3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.
- (5) The Contractor shall include the provisions of paragraphs (1) through of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

STATE OF GEORGIA

COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with [insert name of prime contractor (Agency)] Atlanta Legal Aid Society, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*, 2 in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

111908

EEV/Basic Pilot Program* User Identification Number

Atlanta Logal Aid Coninty Inc

Atlanta Legal Ald Society, Inc.
Name of Contractor (Agency)
BY: Authorized Signature of Officer or Agent of Contractor

Executive Director

Title of Authorized Officer or Agent of Contractor of Contractor

Printed Name of Authorized Officer of Agent of	Contractor
Sworn to and subscribed before me this 22	_day of February
Notary Public: Way of Clark Control of Contr	OTAR 2
County: Cobb	- NBLIC & C
Commission Expires: 1 11 28	OUNTY, OU

O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

^{2*}[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor (Agency)] Atlanta Legal Aid Society, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

111908

EEV/Basic Pilot Program* User Identification Number of Subcontractor

NOT APPLICABLE
Name of Subcontractor (Individual/Agency)
Ritan Skeffey BY: Authorized Signature Officer or Agent of Subcontractor
Executive Director

Title of Authorized Officer or Agent of Subcontractor

Rita Sheffey

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 22 day of February	_, 20_24
Notary Public: Revolvet Close Transfer RET	KINN
County: Cobb	AAL A
Commission Expires: 1 1 28	TY, MININ

³O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

^{4*}[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



CERTIFICATE OF LIABILITY INSURANCE

3/5/2024

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

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

this certificate does not confer rights t				•	•	•	equire un endorsement.	A Statement	0
PRODUCER		CONTACT NAME: Rhonda McCord							
Little & Smith Inc, A Higginbotham Partner Higginbotham Insurance Agency, Inc.				PHONE (A/C, No	o, Ext): 770-847	7-8233	FAX (A/C, No):		
202 Church St				EMAIL	ss: RhMcCor		ham.net		
Marietta GA 30060					INS	URER(S) AFFOR	DING COVERAGE	NAIC	C#
			License#: 2081754	INSURE	RA: The Cind	cinnati Insurar	nce Company	1067	77
NSURED			ATLALEG-01	INSURE	в : Employe	rs Preferred I	nsurance Company	1034	46
Atlanta Legal Aid Society, Inc. 54 Ellis Street NE					INSURER C: Federal Insurance Company			2028	81
Atlanta GA 30303				INSURE	R D :				
				INSURE	RE:				
				INSURE	RF:				
COVERAGES CER	TIFIC	CATE N	UMBER: 606547167				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVINDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION									
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDE					THE POLICIES	S DESCRIBED			
EXCLUSIONS AND CONDITIONS OF SUCH	_	CIES. LIM I SUBR	IITS SHOWN MAY HAVE	BEEN F					
ISR TR TYPE OF INSURANCE	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A X COMMERCIAL GENERAL LIABILITY	Υ	Y EC	CP 0231793		3/1/2024	3/1/2025	EACH OCCUPPENCE	\$ 1,000,000	· · · · ·

INSR LTR	NSR LTR TYPE OF INSURANCE			SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	Х	COMMERCIAL GENERAL LIABILITY	Y	Υ	ECP 0231793	3/1/2024	3/1/2025	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY			ECP 0231793	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α	Х	UMBRELLA LIAB X OCCUR			ECP 0231793	3/1/2024	3/1/2025	EACH OCCURRENCE	\$3,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 3,000,000
		DED RETENTION \$							\$
В		KERS COMPENSATION EMPLOYERS' LIABILITY			EIG5461892-00	3/1/2024	3/1/2025	PER X OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)		1177					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С	C Fiduciary Liability Crime Coverage				J06135948	3/1/2024	3/1/2025	Per Occ/Aggregate Employee Theft Deductible	1,000,000 1,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Legal Service for Fulton County Courts Justice Resource Center - 23RFP476577A-KM

When required by written contract, Certificate holder is included as an additional insured per the blanket endorsements attached.

CERTIFICATE HOLDER	CANCELLATION
Fulton County Government	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
141 Pryor Street SW Atlanta GA 30303	AUTHORIZED REPRESENTATIVE

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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:** VENDOR NAME Atlanta Legal Aid Society, Inc. **FULTON COUNTY, GEORGIA** DocuSigned byName of Signatory: Rita A. Sheffey DocuSigned by: Rita Sluffeye of Signatory: Robert L. Pitts **Executive Director** Robert L. Pitts, Chairman **Authorized Signature** Fulton County Board of Commissioners ATTEST: ATTEST: Signed by: Name of 2nd Signatory: Wm. Parker Sanders Tonya R. Grier Secretary, Board of Directors Tonya R. Grier Second Authorized Signature Signed by: Signed by: Clerk to the Commission (Affix Corporate Seal, if applicable) (Affix County Seal) APPROVED AS TO FORM: David Lowman Office of the County Attorney APPROVED AS TO CONTENT: DocuSigned by: Stanley Wilson, Director Fulton County Department of Community Development Please select RM or 2ND RM from the checkbox X 2ND RM 2ND RM: 5/15/2024 ITEM#: 24-0350 ITEM#: RM: **SECOND REGULAR MEETING REGULAR MEETING**

DocuSign[®]

Certificate Of Completion

Envelope Id: 69A88419604543888F8A4B882D90F37C

Subject: Please DocuSign: 2024 CCSP Contract-Atlanta Legal Aid Society, Inc.-BOC Agenda#24-0350

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 25
Certificate Pages: 7
AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Canada)

Signatures: 6 Initials: 0 Stamps: 2 Envelope Originator: Cherie Williams 141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Status: Completed

Cherie.Williams@fultoncountyga.gov

IP Address: 136.55.230.223

Record Tracking

Status: Original

9/9/2024 4:08:01 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Cherie Williams

Cherie.Williams@fultoncountyga.gov

Pool: StateLocal

Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

Signer Events

Rita Sheffey

rsheffey@atlantalegalaid.org

Executive Director

Security Level: Email, Account Authentication

(None)

Signature

Rita Sheffey

Signature Adoption: Pre-selected Style Using IP Address: 107.137.24.241

Timestamp

Sent: 9/9/2024 4:12:50 PM Viewed: 9/10/2024 5:24:05 PM Signed: 9/10/2024 5:28:36 PM

Electronic Record and Signature Disclosure:

Accepted: 12/11/2023 7:55:10 AM ID: a7dd36c0-c1f3-4147-a01d-c0c12f203ed8

Wm. Parker Sanders psanders@sgrlaw.com

Security Level: Email, Account Authentication

(None)

—Signed by: Wm, Parker Sanders

-063C808F55B24B8.

Sent: 9/10/2024 5:28:39 PM Viewed: 9/10/2024 5:33:02 PM Signed: 9/12/2024 10:42:26 AM



Signature Adoption: Pre-selected Style Using IP Address: 64.88.163.230

Electronic Record and Signature Disclosure:

Accepted: 9/10/2024 5:33:02 PM

ID: 98af966c-31be-4138-b11a-278515aa2b6f

Mark Hawks2

mark.hawks@fultoncountyga.gov
Chief Assistant Purchasing Agent
Purchasing and Contract Compliance
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Completed

Using IP Address: 74.174.59.4

Sent: 9/12/2024 10:42:31 AM Viewed: 9/12/2024 4:41:06 PM

Signed: 9/12/2024 4:41:15 PM

Signer Events

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lauren Hansford

lauren.hansford@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 9/13/2024 8:54:46 AM

ID: 79258b71-c8c8-49d8-9ac8-fb3dd94865e5

David Lowman

David.Lowman@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 9/13/2024 8:58:21 AM ID: 0ff13665-65e3-41e8-9624-0951bcdfb4cb

Nikki Peterson

nikki.peterson@fultoncountyga.gov

Chief Deputy Clerk to the Board of Commissioners

Fulton County Government

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

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

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

Robert L. Pitts

michael.oconnor@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tonya R. Grier

tonya.grier@fultoncountyga.gov

Clerk to the Commission

Fulton County

Security Level: Email, Account Authentication

(None)

Signature

Stanley Wilson
5E4D76DFB4A0450...

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

Completed

Using IP Address: 75.131.184.98

Signed by:

David Lowman

Signature Adoption: Pre-selected Style

Using IP Address: 75.131.184.98

Completed

Using IP Address: 68.208.197.4

Robert L. Pitts

BA715B1A26544E7...

Signature Adoption: Pre-selected Style

Using IP Address: 68.208.197.4

—DocuSigned by: Towya R. Grich

EEC476C4837648D..

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

Electronic Record and Signature Disclosure:

Timestamp

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Signed: 9/13/2024 10:27:43 AM

Signer Events Signature Timestamp Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4 Sent: 9/13/2024 10:27:48 AM Mark Hawks3 Completed mark.hawks@fultoncountyga.gov Viewed: 9/17/2024 11:20:18 AM Chief Assistant Purchasing Agent Signed: 9/17/2024 11:20:26 AM Using IP Address: 74.174.59.4 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: 9/9/2024 4:12:47 PM Atif Henderson COPIED Atif.Henderson@fultoncountyga.gov Viewed: 9/17/2024 11:25:25 AM **Fulton County Government** Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Cherie Williams Sent: 9/9/2024 4:12:48 PM COPIED cherie.williams@fultoncountyga.gov Resent: 9/17/2024 11:20:35 AM Fulton County Government Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Carlos Thomas Sent: 9/9/2024 4:12:49 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: 9/17/2024 11:20:30 AM COPIED dian.devaughn@fultoncountyga.gov Viewed: 9/17/2024 4:06:14 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	9/9/2024 4:12:48 PM				
Certified Delivered	Security Checked	9/17/2024 11:20:18 AM				
Signing Complete	Security Checked	9/17/2024 11:20:26 AM				
Completed	Security Checked	9/17/2024 11:20:30 AM				
Payment Events Status Timestamps						
Electronic Record and Signature Disclosure						

CONSUMER DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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.

To request paper copies from Carahsoft OBO Fulton County, Georgia

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.

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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.

Acknowledging your access and consent to receive materials electronically

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.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I
 consent to receive from exclusively through electronic means all notices, disclosures,
 authorizations, acknowledgements, and other documents that are required to be provided
 or made available to me by Carahsoft OBO Fulton County, Georgia during the course of
 my relationship with you.