



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP053124C-MH

2024 VETERANS SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of July 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 **P.O.W.E.R Atlanta Inc** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c)(3) or 501(c)(19) 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 **August 21, 2024, BOC#24-0545**.

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 **07/01/2024**, until midnight **12/31/2024**.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Veterans Services Program (VSP)

VSP Service Category:

Homeless and Housing

VSP Funding Priority(ies):

Health and Wellness:

4. Health and Wellness-Veterans Family Members and Caregivers. Includes counseling and support, family readiness groups, education and information services, wellness programs, crisis

programs, peer monitoring programs, and substance abuse and support programs...

Homelessness and Housing:

1. Homelessness and Housing-Veterans Homelessness. Includes basic needs, goods and services, emergency financial services, rental assistance, home ownership, homeless services, and transitional and permanent housing...

P.O.W.E.R Atlanta Inc, The POWER of a Veteran will provide services at the following locations at specified times during the contract period of **07/01/2024** 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
P.O.W.E.R ATL Resource Center	571A Joseph E Lowery Blvd SW	Atlanta	GA	30310	4	2,3,5
P.O.W.E.R ATL Resource Center Food Pantry	571B Joseph E Lowery SW	Atlanta	Ga	30310	4	2,3,5

Approach and Design:

P.O.W.E.R Atlanta Inc, The POWER of a Veteran will provide services to 10 clients that reside in Fulton County, with VSP funding.

P.O.W.E.R Atlanta Inc, The POWER of a Veteran will provide the following activities and services in Fulton County with VSP funding:

The POWER of a Veteran programs are facilitated at our Resource Center in the West End, but we serve Veterans through Fulton County who are sent to us through direct referrals from our community partners including our neighboring VA MLK office that offers resources like suicide prevention, access to VA services; our healthcare partners like AID Atlanta and CAPN Clinic and the MLK Veteran's Hospital; to support medically underserved Veterans; as well as our housing partnership, Investors Academy that offers supportive permanent housing for 13 unhoused Veterans. Together, we have created a holistic approach to support Veterans facing significant challenges, including homelessness, economic instability, and healthcare needs. The P.O.W.E.R.Resource Center facilitates specific activities and services to address these priorities, such as our food pantry days that cater to over 200 families, half of whom are veterans or their family members. These initiatives are complemented by mental health resources, job training programs, and connections to permanent housing solutions, all aimed at fostering stability and self-sufficiency among our veteran population. Our strategy emphasizes collaboration with local partners leveraging their expertise and resources to enhance service delivery.

These partnerships are vital in expanding our reach and ensuring that our programs are responsive to the diverse needs of veterans in our community. Additionally, our proposal aligns closely with Fulton County's "Health and Human Services" key performance indicators, focusing on measurable outcomes related to housing stability, healthcare access, and employment outcomes for veterans. We conduct qualitative and quantitative data to support Veterans most in need without practicing intrusive methods of data collection. Our Coordinators connect With Veterans upon first entering our program by administer assessments that capture demographic info and support areas that allow us to create individualized plans target at housing placement, job security, mental health support and health resources To maximize impact, we have cultivated over seven collaborative relationships with community stakeholders, including businesses, nonprofits, and government agencies. These partnerships enable us to provide comprehensive support and holistic care to veterans, leveraging shared resources and collective efforts to address their diverse needs effectively.

We are conveniently located within walking distance of the West End Marta station and several bus stations for convenience and accessibility. The Resource Center is open 6 days per week offering diverse services including:

- **Housing Support:** We offer a few housing options including placement through our partnering agency, Investors Academy that offers a transitional housing program reserved for Veterans. In addition to housing placement, we offer referrals to permanent housing, emergency rent & utility assistance and case management support up to 6 months-1 year

- **Job Training:** on-site certification in diverse industries including LockSmith, Forklifting and SafeServe; linkages to trade programs including trucking, nursing and dental assistant. We also offer support services to help with employment placement, interviewing and career exploration.
- **General Relief:** This includes assistance with applying for VA benefits, navigating the benefit process and online portals such as Gateway; obtaining a state ID/driver's license, and referral services to our partnering medical, dental and mental health agencies for basic treatment/services.
- **Health & Wellness Resources:** including suicide prevention resources, 24hr referral service, pop up Community Wellness events that offer free health screenings for high blood pressure, depression, and PTSD supportive resources.
- **Food Pantry & Weekly Hot Meals:** offered to anyone who demonstrates a need, 250 meals are provided weekly and perishable items are available for pickup twice per week with special reserved hours for Veterans
- **Own Your Power:** educational resources and supportive services for women and Veterans living with HIV/AIDS
- **Financial Literacy Training:** weekly classes to help Veterans learn economic principles and steps to financial independence. Including banking options, budgeting, credit repair, home ownership etc.
- **Diversity & Inclusion: LGBTQ+:** We partner with Trans led nonprofits that also serve Veterans including Game Changing Men and Trans Women of Color Healing Project to offer our staff and the community as a safe space to become educated on the importance of inclusivity while fostering positive dialogue around the trans community.

The Resource Center is one of few services in the West End that provides direct support to Veterans and their families that are barrier-free and available year-round. Therefore, we ensure we eliminate the barriers of accessing our services by offering hands-on support at the most basic level.

The long-term impact of P.O.W.E.R ATL Housing is to create economic stability, economic opportunities, and sustainable, permanent housing for working individuals. The result of the program will be creating a life of self-sufficiency and well-being for an entire family consisting of financial stability, suitable housing, quality education, living wage employment, and a socially productive lifestyle for all individuals and families. This will be accomplished through the P.O.W.E.R. ATL Housing service model and measured by our program staff and executive team:

- **Create Individualized Development Plan-** our team evaluates a resident's instability by monitoring and assessing metrics including but not limited to: finances, credit reports, past evictions, and outstanding debt/violations.
- **Develop a budget:** allows the client to monitor their expenses and budget to help promote success and stability.
- **Life Skills Education-** Classes are held bi-monthly: classes include: financial literacy, employment improvement, college & career planning, trade certification courses, parenting, stress reduction,

and mental health support.

- **Employment Assessment and Improvement:** Clients meet with job counselors to review their work history, skills, participate in resume building, and enroll in a certificate program or educational classes to improve their current position or obtain a better job. Clients are partnered with local businesses for employment opportunities, connected to job fairs, weekly job announcements, and temporary staff agencies as needed.
- **Wellness Checks by HSH policy** to assess safety when there is a reason to believe an individual is at immediate and substantial risk due to a medical and/or psychiatric emergency.
- **Exit Planning and After-Care Services:** support a successful transition from the program, which includes an updated Housing Plan. Aftercare services include phone calls and referrals to services up to 1 year after transitioning from the program.

Our partnering agencies for the Resource Center and our program offerings for Veterans include:

- **Aniz Atlanta, AIDS Atlanta, HIV Intervention Project (HIP):** provide referrals for individuals in need of transitional housing placement and/or housing support services.
- **Safe Serve:** participants take a 1-week food handling class that leads to certifications needed to work in the hospitality/restaurant industry
- **SonderMinds Mental Health Support-** virtual and in-person 1 hour weekly counseling sessions and resource support/ Monthly group counseling sessions for Veterans.
- **Investors Academy:** offer Housing placement and emergency assistance referrals for Veterans

Designation of VSP Funds:

Based on the awarded amount of **\$25,000.00**, the VSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

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

Operational Expenditures- VSP 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- VSP 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 VSP 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 VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended
Administrative (5% Admin max of funds awarded.)	\$1,250.00	
Operational	\$10,000.00	
Direct Services	\$13,750.00	
<i>Total</i>	\$25,000.00	

Explanation of Funding Details:

The funds will be used to facilitate the hands-on paid warehouse training. Operational cost will cover the The community resource center and on site food pantry cost where the programs are implemented. Administrative support staff=\$1,250 Operational--\$10,000 Direct Services--13,750-

-Target-10 Veterans to provide housing and paid training warehousing skills, life skills training , warehouse trainers contractors, rent and direct deposit assistance.

Program Performance Measures:

P.O.W.E.R Atlanta Inc agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Health and Wellness:

1. Health and Wellness-Number of Veterans connected to available resources to help mitigate illness and health disparities

Homelessness and Housing:

5. Homeless and Housing-Number of Veterans whose barriers to self sufficiency are eliminated or reduced paths to self sufficiency created

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 VSP funding, during the funding period 07/01/2024 through 12/31/2024:

We are positioned to track the following performance measures:

- Number of Veterans assisted with emergency housing
- Number of Veterans in transitional housing
- Number of Veterans receiving emergency financial assistance
- Number of Veterans assisted through outreach efforts

P.O.W.E.R. Atlanta's program staff utilize various methods to define, monitor, evaluate, and report our program impact. All Veterans who receive services at the Resource Center are required to complete a one-time assessment during their first visit to the Resource Center. This assessment captures their demographics, income level, and services requested. That information is then transferred to HMIS if the individual(s) is homeless as well as our internal software that generates monthly reports as needed.

The leadership team and board of directors review the data quarterly to determine program metrics, challenges, and progress toward our annual goals. We set benchmarks for the number of people we anticipate serving, the resources we offer and their access and completion of programs. On average, we anticipate serving 12 unduplicated Veterans throughout the 1 year grant period who reside in Fulton County. In addition to demographic information, we also track the participant's progress and completion of each program. Each participant receives an individualized work plan to help them identify goals, and stay accountable and abreast of their progress. They are also provided pre- and post-surveys to determine any changes in their perception, awareness, and circumstance.

Additionally, we anticipate the following outcomes:

- 100% of all participants will have access to direct housing and employment resources.
- 100% of participants will have access to transitional and supportive permanent housing services.

This information is tracked by our program team manually by assessing each person's file, attendance records, certificates received, and access to specific surveys. The data collected supports our strategic planning, program goals, and fundraising tactics. We share the data with stakeholders and the people we serve to make program improvements.

Agency Defined Performance Measure(s):

Agency Defined Performance Measures

1. Number of veterans in Fulton County receiving housing and support services every month from January to December 202.
2. Number of homeless veterans assisted with transitional or permanent housing every month
3. Number of needy veterans receiving food every month.
4. Number of veterans attending financial training, job readiness program, and life skills sessions every month.
5. Number of veterans placed in employment every month.
6. Percentage reduction in the number of homelessness among veterans in Fulton after every three months.

7. Number of veterans referred and treated for mental health and substance abuse/ alcoholism problems.
8. Number of veterans who have successfully transitioned to self-sufficiency after three to six months of Veteran Housing and Supportive Intervention

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 Veterans Services Program 24RFP053124C-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 **(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 VSP funding may result in reimbursement of VSP 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 VSP 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 VSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

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

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$25,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the full six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the full six months of compensation provided for by this Agreement. **A failure by Contractor to submit the invoice for the full 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 Veterans Services Program 24RFP053124C-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 **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:

P.O.W.E.R Atlanta Inc
571 Joseph E Lowery BLVD SW Ste A
Atlanta, Georgia 30310

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 **07/01/2024**, 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 **P.O.W.E.R 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.

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **P.O.W.E.R Atlanta, Inc.**

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

DocuSigned by: Name of Signatory: Adrienne Gates
Adrienne Gates
Title of Signatory: Executive Director
34A55689C155427...
Authorized Signature

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

Signed by: Name of 2nd Signatory: **T'Keyah Spencer**
T'Keyah Spencer
Title of Signatory: **Development Director**
3E1247888FAA461...
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

Signed by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

Please select RM or 2ND RM from the checkbox

RM

☒ 2ND RM

ITEM#: _____ RM: _____	ITEM#: 24-0545 2ND RM: 8/21/2024
REGULAR MEETING	SECOND REGULAR MEETING

Power Atlanta, Inc.
571-A Joseph E. Lowery Blvd SW
Atlanta, GA 30310

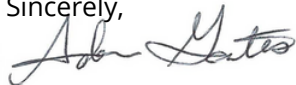
September 5, 2024

Re: Power Atlanta, Inc.

To Whom It May Concern:

Please be advised that to the best of my knowledge, I am not aware of any known or pending losses that could give rise to a claim. Currently, POWER Atlanta Inc. does not have any business-operated vehicles and only has two employees. Therefore, POWER Atlanta Inc. is formally requesting a waiver of workers' compensation coverage and business auto liability coverage based on these conditions.

Sincerely,



Signature

09/05/2024

Date

Adrienne Gates

Executive Director

#24RFP053124C-MH
2024 Veterans Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

1892863
EEV/Basic Pilot Program* User Identification Number

POWER Atlanta Inc
Name of Contractor (Agency)

[Signature]
BY: Authorized Signature of Officer or Agent of Contractor

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

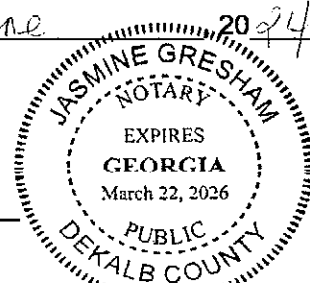
Akienne Gates
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26th day of June, 2024.

Notary Public Jasmine Gresham

County: DEKALB

Commission Expires: March 22, 2026



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

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

#24RFP053124C-MH
2024 Veterans Services Program

Purchasing Forms & Instructions

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)]** POWER Atlanta 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.

1872863
EEV/Basic Pilot Program* User Identification Number of Subcontractor

POWER Atlanta Inc
Name of Subcontractor (Individual/Agency)

[Signature]
BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director
Title of Authorized Officer or Agent of Subcontractor

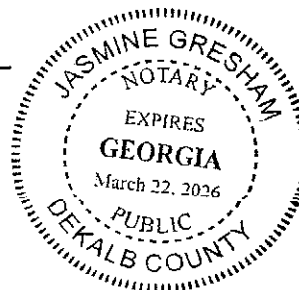
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 28th day of June, 2024.

Notary Public: Jasmine Gresham

County: DeKalb

Commission Expires: March 22, 2026



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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2024

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).

PRODUCER Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	CONTACT NAME: Lauren Green PHONE (A/C, No, Ext): (770) 551-3270 FAX (A/C, No): (770) 551-3289 E-MAIL ADDRESS: lauren@hains.com INSURER(S) AFFORDING COVERAGE INSURER A: Alliance of Nonprofits for Ins. NAIC # 10023 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Power Atlanta, Inc. 571A Joseph E Lowery Blvd. SW Atlanta GA 30310	

COVERAGES**CERTIFICATE NUMBER:** 24-25**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		2024-83258	06/10/2024	06/10/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							Accidental Death Benefits \$ 50,000
A	AUTOMOBILE LIABILITY	Y		2024-83258	06/10/2024	06/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR	Y		2024-83258	09/06/2024	06/10/2025	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Improper Sexual Conduct & Physical Abuse Liability			2024-83258	09/05/2024	06/10/2025	Limit 1,000,000 Aggregate 1,000,000

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

RE: Social Service Professional Liability: Limit- \$1,000,000/ Aggregate- \$1,000,000

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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

Sent: Tuesday, September 10, 2024 5:08 PM

To: Isaac, Ann <Ann.Isaac@fultoncountyga.gov>

Subject: RE: Certificate of Insurance - P.O.W.E.R. Atlanta, Inc. Certificate of Insurance and Waiver Letter

Good afternoon Ann,

I am in receipt of Power Atlanta, Inc.'s waiver request letter for Workmen's Comp and Auto Liability insurance coverages (included below for context).

The waiver request for Worker's Compensation based on the agency having only two (2) employees is approved.

The waiver request for auto liability based on the agency not having "any business-operated vehicles" is approved. However, if the staff utilizes their personal vehicles for program/service delivery of the 2024 VSP-funded program a copy of each staff member's personal auto insurance policy is required with the COI document.

As evidence of the waivers, please ask the agency to attach this email to the COI as one document and upload it to WebGrants.

September 5, 2024

Re: Power Atlanta, Inc.

To Whom It May Concern:

Please be advised that to the best of my knowledge, I am not aware of any known or pending losses that could give rise to a claim. Currently, POWER Atlanta Inc. does not have any business-operated vehicles and only has two employees. Therefore, POWER Atlanta Inc. is formally requesting a waiver of workers' compensation coverage and business auto liability coverage based on these conditions.

Sincerely,

Adrienne Gates

Executive Director

Certificate Of Completion

Envelope Id: B1ECA05F365D4BD491C8AC77AEDB5639		Status: Completed
Subject: Please DocuSign: 2024 VSP Contract-P.O.W.E.R Atlanta Inc-BOC Agenda#24-0545		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 27	Signatures: 6	Envelope Originator:
Certificate Pages: 7	Initials: 0	Carlos S. Thomas
AutoNav: Enabled	Stamps: 1	141 Pryor Street
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		carlos.thomas@fultoncountyga.gov
		IP Address: 73.106.219.199

Record Tracking

Status: Original	Holder: Carlos S. Thomas	Location: DocuSign
9/13/2024 6:30:24 PM	carlos.thomas@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: DocuSign

Signer Events	Signature	Timestamp
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Adrienne Gates	DocuSigned by: Adrienne Gates 34A55689C155427...	Sent: 9/13/2024 6:35:21 PM
adrienne@poweratl.org		Viewed: 9/17/2024 8:41:29 PM
Security Level: Email, Account Authentication (None)		Signed: 9/17/2024 8:42:19 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 52.55.106.56	

Electronic Record and Signature Disclosure:
Accepted: 9/17/2024 8:41:29 PM
ID: c4f7b3be-9ff8-46a3-b068-2cefa364f931

TKeyah Spencer	Signed by: TKeyah Spencer 3E1247888FAA461...	Sent: 9/17/2024 8:42:23 PM
tkeyah.love@poweratl.org		Resent: 9/24/2024 2:49:46 PM
Security Level: Email, Account Authentication (None)		Viewed: 9/24/2024 4:47:49 PM
	Signature Adoption: Pre-selected Style	Signed: 9/24/2024 5:00:36 PM
	Using IP Address: 24.125.80.154	

Electronic Record and Signature Disclosure:
Accepted: 9/24/2024 4:47:49 PM
ID: a5f27637-4a12-447b-8a74-5981d7b2ec64

Mark Hawks2	Completed	Sent: 9/24/2024 5:00:40 PM
mark.hawks@fultoncountyga.gov		Viewed: 9/26/2024 8:44:34 AM
Chief Assistant Purchasing Agent		Signed: 9/26/2024 8:49:51 AM
Purchasing and Contract Compliance	Using IP Address: 45.20.200.178	

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stanley Wilson	DocuSigned by: Stanley Wilson 5E4D78DFB4A0450...	Sent: 9/26/2024 8:49:54 AM
Stanley.Wilson@fultoncountyga.gov		Viewed: 9/26/2024 9:40:24 AM
Director		Signed: 9/26/2024 9:40:32 AM
Stanley Wilson	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 76.209.103.30	

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lauren Hansford
lauren.hansford@fultoncountyga.gov
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 24.99.91.51

Sent: 9/26/2024 9:40:34 AM
Viewed: 9/27/2024 11:15:50 AM
Signed: 9/27/2024 11:17:13 AM

Electronic Record and Signature Disclosure:
Accepted: 9/27/2024 11:15:50 AM
ID: fe449aee-14c6-4956-a963-261d3b584ebf

David Lowman
David.Lowman@fultoncountyga.gov
Security Level: Email, Account Authentication
(None)

Signed by:

0EC92EDADEFB4B8...

Signature Adoption: Pre-selected Style
Using IP Address: 73.43.218.125

Sent: 9/27/2024 11:17:16 AM
Viewed: 9/27/2024 11:18:30 AM
Signed: 9/27/2024 11:25:13 AM

Electronic Record and Signature Disclosure:
Accepted: 9/27/2024 11:18:30 AM
ID: 06239024-015b-42b5-8504-3137d50985b5

Nikki Peterson
nikki.peterson@fultoncountyga.gov
Chief Deputy Clerk to the Board of Commissioners
Fulton County Government
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 68.208.197.4

Sent: 9/27/2024 11:25:16 AM
Viewed: 9/30/2024 10:21:58 AM
Signed: 9/30/2024 10:26:49 AM

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)

DocuSigned by:

BA715B1A26544E7...

Signature Adoption: Pre-selected Style
Using IP Address: 136.226.3.96

Sent: 9/30/2024 10:26:54 AM
Viewed: 9/30/2024 10:30:52 AM
Signed: 9/30/2024 10:30:57 AM

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)

DocuSigned by:

EEC476C4837648D...


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

Sent: 9/30/2024 10:31:00 AM
Viewed: 9/30/2024 10:53:25 AM
Signed: 9/30/2024 10:53:36 AM

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

Signer Events	Signature	Timestamp
Mark Hawks3 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: 9/30/2024 10:53:40 AM Viewed: 9/30/2024 11:26:28 AM Signed: 9/30/2024 11:26:36 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Atif Henderson Atif.Henderson@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/13/2024 6:35:18 PM
Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/13/2024 6:35:19 PM
Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/13/2024 6:35:20 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/30/2024 11:26:40 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/13/2024 6:35:19 PM
Certified Delivered	Security Checked	9/30/2024 11:26:28 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	9/30/2024 11:26:36 AM
Completed	Security Checked	9/30/2024 11:26:40 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.

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