



**FULTON  
COUNTY**

**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 **North Metro Miracle League 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 County:

### **SCOPE OF WORK:**

#### **Consolidated Community Services Program (CCSP)**

**CCSP Service Category:** Disabilities

**CCSP Funding Priority(ies):**

**Children and Youth:** Not Applicable

**Disabilities:** Number of caregivers who received support.,Number of Persons with Disabilities (PWD) included in programs due to increased accessibility...,Number of Persons with Disabilities who can focus on overall wellness...

**Economic Stability:** Not Applicable

**Health and Wellness:** Not Applicable

**Homelessness:** Not Applicable

**Senior Services:** Not Applicable

**Veterans Services:** Not Applicable

**North Metro Miracle League Inc., North Metro Miracle Softball League** 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):**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Residents Served by the program (facility) location</b>
Softball Field	2400 Old Milton Pkwy, Ste. 1367	Alpharetta	GA	30009	1	1,2,3,4,5,6

**Approach and Design:**

**North Metro Miracle League Inc., North Metro Miracle Softball League** will provide services to **250** clients that reside in Fulton County, with CCSP funding.

**North Metro Miracle League Inc., will provide the following activities and services in Fulton County with CCSP funding:**

The program at NMML addresses the number of residents have access to home-based and community-based services for seniors and people with disabilities. NMML will support the following CCSP funding

priorities in the “Disabilities” service category:

- Early intervention (0-5) services and training for children with cognitive and physical disabilities; Developing a foundation for youth (0-24) with disabilities in (a.) Training/Education, (b.) Job readiness/Vocational counseling and placement; internships, and (c.) Sense of belonging; support groups respite care, program support and inclusion.
- After-school, weekend, summer programs, and family caregiver support and services for persons with Intellectual and Developmental Disabilities. Social and cultural programs for persons with Developmental Disabilities to decrease isolation and promote social interaction and development of interpersonal and emotional skills. Programs that promote wellness for the special needs of Persons with Disabilities exclusive of their specific disability.
- Provide support for the caregivers of persons with disabilities, including financial assistance, respite care, support groups, and programs on caregiving.

To address the CCSP funding priorities under the "disabilities" service category, the North Metro Miracle League (NMML) will implement targeted activities and services designed to enrich the lives of individuals with cognitive and physical disabilities. These activities encompass:

1. **Adaptive Sports Programs:** Including spring and fall adapted softball, providing opportunities for physical activity and team participation for individuals aged 4-92, irrespective of disability severity.
2. **Community Support Hotline:** Offering 24/7 support to address immediate needs and crises, exemplified by rapid responses during emergencies like the Deep Freeze incident.
3. **Social and Emotional Support:** Addressing able-bodied sibling issues through dedicated programs and interventions to ensure family-wide inclusion and support.
4. **Crisis Response Collaboration:** Working closely with local police, fire, and EMT services to ensure swift and sensitive responses to emergencies involving NMML families, facilitated by SMART 911 integration.
5. **Inclusive Family Events:** Hosting the Sunday Evening Family Splash Fest and the No Limits Outdoor Challenge, promoting social interaction, physical activity, and family bonding in fully accessible environments.
6. **Educational and Environmental Stewardship:** Through the Growing Together program, engaging participants in gardening and conservation efforts, enhancing environmental awareness and interpersonal skills.
7. **Community Collaborations:** Partnering with local organizations, such as the Alpharetta YMCA and the Chattahoochee Nature Center, to expand program offerings and leverage community resources for broader impact.

## Methodology:

To accomplish these activities, the organization's approach integrates experiential learning, leveraging the Zone of Proximal Development (ZPD) and scaffolding techniques to tailor our programs to the individual needs of participants. This method ensures that each participant engages in activities beyond their current capabilities but achievable with guidance and support, thereby maximizing learning outcomes and fostering independence.

- **Experiential Learning:** By engaging participants in hands-on activities that reflect real-world experiences, we facilitate the development of practical skills and knowledge, encouraging reflection, critical analysis, and synthesis.
- **ZPD and Scaffolding:** Our trained staff will assess each participant's current abilities and potential for growth, providing structured challenges and support that encourage step-by-step progress. This personalized approach helps build confidence, enhances self-image, and promotes a greater sense of community belonging.

By implementing these activities and employing a methodological approach grounded in proven educational theories, the organization aims to directly support the CCSP funding priorities, significantly impacting the lives of individuals with disabilities and their families in Fulton County.

(insert here outreach initiatives to find PwD and invite them to programming)

Collaborations are essential to NMML and the people with disabilities (PwD) we serve. Partnerships help the organization keep expenses low, provide referrals, assist with providing volunteers, and provide programming designed to promote healthy living for PwD's and their caretakers. Partnerships essential to the program are as follows:

1. **Alpharetta Elementary:** Staff members, including a former Georgia Special Ed. Teacher of the Year and co-workers joined NMML, bringing various educational disciplines to the program.
2. **Clark Patterson Lee:** The landscape architect company offers pro bono services for NMML's facility design.
3. **Harrison Design Group:** Provided architectural services pro bono to help design NMML's facilities.
4. **Alpharetta YMCA:** NMML has a multi-faceted alliance with the Alpharetta YMCA, sharing resources such as the Olympic-sized indoor pool for the Sunday Evening Family Splash Fest, highlighting a shared commitment to providing accessible recreational activities.

5. **City of Refuge:** A cross-town partner sharing opportunities and resources with NMML, highlighting collaboration on events and activities for mutual benefit, enhancing community engagement and support for individuals with disabilities.
6. **Chattahoochee Nature Center and Calloway Gardens:** Consulted for advice and sometimes donated seeds and plants for NMML's gardening programs, emphasizing environmental education and accessibility.
7. **National Monarch Society:** partnered with NMML's program for children with disabilities to build wheelchair-accessible planting beds.
8. **UGA Assistive Technology Lab:** Collaborated with NMML to provide technology that enables children with significant disabilities to communicate, highlighting an innovative partnership focused on enhancing participants' abilities to interact and express themselves.
9. **Dorthey Benson Senior Center:** Location for one of NMML's feeding stations, part of their initiative to support local pollinator populations, showcasing community involvement and environmental stewardship.

### **Designation of CSP Funds:**

Based on the awarded amount of **\$30,000.00**, the CCSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

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

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

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

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

<b>Cost Category</b>	<b>Designation of CCSP Funding Award</b>
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,500.00
<b>Operational</b>	\$0.00
<b>Direct Services</b>	\$28,500.00
<i>Total</i>	\$30,000.00

### **Explanation of Funding Details:**

The organization requests \$30,000 of the \$178,800 budget, representing 17% of the overall program budget. Five percent of the request (\$1,500) will be allocated towards administrative expenses, including the costs associated with reporting this grant. The organization is requesting direct expenses of \$28,500. A breakdown of the expenditures is as follows:

#### **Direct Services**

**Staff Salaries: \$28,500:** NMML is requesting \$28,500 of the \$78,800 Executive Director's Salary. The request for \$28,500 toward the Executive Director's salary is essential for the sustained leadership and strategic oversight of the North Metro Miracle League (NMML). This funding ensures the Executive Director can continue to drive program excellence, secure vital resources, and foster community partnerships crucial for delivering impactful sports programs to individuals with disabilities. The investment in the Executive Director's role is pivotal to maintaining NMML's mission and expanding its reach within Fulton County, thereby enhancing the quality of life for participants and contributing to a more inclusive community.

**Program Performance Measures:**

**North Metro Miracle League 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:** Number of caregivers who received support.,Number of Persons with Disabilities (PWD) included in programs due to increased accessibility...,Number of Persons with Disabilities who can focus on overall wellness...

**Economic Stability:** Not Applicable

**Health and Wellness:** Not Applicable

**Homelessness:** Not Applicable

**Senior Services:** Not Applicable

**Veterans Services:** Not Applicable

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

The activities conducted by NMML will profoundly impact every person served. While tracking the progression of each participant has proven difficult due to the complex nature of the challenges each participant faces, the organization has prioritized tracking both qualitative and quantitative data to articulate the organization's impact. There is a wide variety of different disabilities that affect the students and youth at NMML; however, the organization has found that the most reliable source of impact is the student’s caregivers. Through specialized surveys, sign-in sheets, developmental assessments, and conversations with participants; the organization can collect the appropriate data to report on the progress of the program.

The methodologies undertaken to collect the appropriate data are as follows:

## Survey Development and Distribution:

- **Design:** Surveys are carefully designed to capture a wide range of information, including participant satisfaction, physical and emotional well-being improvements, social skills development, and caregiver support. Both closed-ended questions for quantitative analysis and open-ended questions for qualitative insights are included.
- **Distribution:** Surveys are distributed electronically via email and made available in paper format during program sessions to ensure accessibility for all participants and their families. Efforts are made to ensure anonymity and confidentiality to encourage honest feedback.

## 2. Pre- and Post-Program Assessments:

- **Timing:** To measure the direct impact of the NMML programs, participants and caregivers are asked to complete surveys both before the start and after each program season or specific event.
- **Content:** These assessments focus on specific areas of development and well-being that the programs aim to address, allowing for a comparative analysis of pre-and post-program participant states.

## 3. Observational Studies:

- **Method:** Trained staff and volunteers conduct observational studies during program activities, noting changes in participant engagement, social interactions, skill development, and overall behavior.
- **Documentation:** Observations are documented using standardized forms to ensure consistency and reliability in data collection.

## 4. Focus Groups and Interviews:

- **Participants:** A selection of participants, caregivers, and volunteers are invited to partake in focus groups or one-on-one interviews to delve deeper into their experiences, the program's impact, and areas for improvement.
- **Conduct:** These sessions are facilitated by a neutral party to ensure open and honest communication, with discussions recorded and transcribed for detailed analysis.

## 5. Data Analysis:

- **Quantitative Data:** Responses from closed-ended survey questions and pre- and post-program assessments are analyzed using statistical software to identify significant changes and trends.
- **Qualitative Data:** Open-ended responses, focus group discussions, and interview transcripts are analyzed thematically to extract key themes and narratives that illustrate the program's qualitative impact.

## 6. Continuous Feedback Loop:

- **Integration:** Insights gained from data collection and analysis are regularly reviewed by program directors and staff to inform program adjustments, address challenges, and highlight successes.
- **Reporting:** Summary reports of findings are shared with stakeholders, including funders, participants, and community partners, to maintain transparency and drive continuous improvement.

Utilizing these collection methods, NMML will report on the following County defined KPIs under the “disabilities” service category:

In 2024, NMML anticipates providing the following County-defined performance measures:

- 250 PWD included in programs due to increased accessibility.
- 200 PWD who can focus on overall wellness, including better disability management.
- 100 Caregivers who received support.

NMML will also report on the following agency-defined performance measures:

- 500 volunteer hours accrued.
- 200 participants report improvements in physical, social, and cognitive skills.
- 100% satisfaction rate among participants and families

To accomplish these goals, the NMML will accomplish the following activities:

### **Adapted Softball Season**

- **Spring Season Start Date:** March 15, 2024
- **Spring Season End Date:** May 24, 2024
  - **Orientation Day:** March 8, 2024
  - **Weekly Games:** Every Saturday from March 15 to May 24
  - **Practice Sessions:** Every Tuesday evening for travel and Special Olympics (S/O) teams; skills clinic on Wednesday evenings.
- **Fall Season Start Date:** September 5, 2024
- **Fall Season End Date:** November 14, 2024
  - **Orientation Day:** August 29, 2024
  - **Weekly Games:** Every Saturday from September 5 to November 14
  - **Practice Sessions:** Every Tuesday evening for travel and S/O teams; skills clinic on Wednesday evenings.

### **Family Retreats at Camp Collinswood**

- **Summer Camp Dates:** Every Friday, Saturday, and Sunday from June 6, 2024, to July 27, 2024, including the Labor Day weekend (August 29 - September 1, 2024)
  - **Camp Preparation:** Begins May 15, 2024
  - **Camp Cleanup and Evaluation:** Week following Labor Day, September 2-6, 2024

### **Sunday Evening Family Splash Fest**

- **Event Period:** Mid-January to Mid-February 2024
  - **Start Date:** January 15, 2024
  - **End Date:** February 19, 2024
  - **Sessions:** Every Sunday evening during the event period

### **Growing Together Gardening Program**

- **Year-Round Program:** Ongoing
  - **Seasonal Planting Days:** March 20, 2024 (Spring); June 10, 2024 (Summer); September 22, 2024 (Fall); November 15, 2024 (Winter Preparation)

### **Major Milestones**

- **Facility Maintenance and Upgrades:** Scheduled during off-season periods for sports programs, primarily February to early March and late November to December.
- **Volunteer Training and Recruitment:** Ongoing, with intensive sessions before the major program starts; February for Spring sports and August for Fall sports and camps.
- **Community Outreach and Enrollment:** Begins two months before each program or season start date, with continuous registration available for year-round programs like Growing Together.
- **Annual Review and Planning for Next Year:** December 15, 2024, to January 15, 2025.

### **Agency Defined Performance Measure(s):**

NMML will also report on the following agency-defined performance measures:

- 500 volunteer hours accrued.
- 200 participants report improvements in physical, social, and cognitive skills.
- 100% satisfaction rate among participants and families

### **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 31<sup>st</sup> 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 **\$30,000.00**.

(b) Upon receipt and approval of Contractor’s invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice,

County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in **2024 Consolidated Community Services Program 24RFP013124C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

#### **ARTICLE IV - RECORD KEEPING**

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 12, 2024 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](mailto:hsd.grants@fultoncountyga.gov)**  
**137 Peachtree Street, SW**  
**Atlanta, Georgia 30303**

To Contractor:

**North Metro Miracle League Inc.**  
**2400 Old Milton Pkwy Ste # 1367**  
**Alpharetta, Georgia 30009**

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 **North Metro Miracle League 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.

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

### **Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

Applicants are required to complete and upload FORM F and FORM G in two (2) places FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.

**Form F must include name of agency, EEV number, Signature & Notary.**

**If applicable, Form G must include name, EEV number, and Signature of subcontractor.**

**Upload 1**-Via Purchasing Bid page - BidNet Direct:

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

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

**Upload 2** -Via WebGrants under 2024 CCSP Eligibility Requirements:

<https://fulton.dullestech.net>

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

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

#24RFP013124C-MH

2024 Consolidated Community Services Program

Purchasing Forms &amp; 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 services<sup>1</sup> under a contract with **[insert name of prime contractor (Agency)]** North Metro Miracle League on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

188285

EEV/Basic Pilot Program\* User Identification Number

North Metro Miracle League  
Name of Contractor (Agency)

CEO  
BY: Authorized Signature of Officer or Agent of Contractor

Michael Hughes  
Title of Authorized Officer or Agent of Contractor of Contractor

Michael Hughes  
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 22 day of February, 2024.Notary Public: ShivshaktiCounty: FultonCommission Expires: 12/7/2026

SHIVSHAKTI CHETAN PATKI  
NOTARY PUBLIC  
Forsyth County  
State of Georgia  
My Comm. Expires Dec. 7, 2026

<sup>1</sup>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.

<sup>2</sup>\*[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].

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT****Instructions:**

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

Applicants are required to complete and upload FORM F and FORM G in two (2) places  
FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.

**Form F must include name of agency, EEV number, Signature & Notary.**

**If applicable, Form G must include name, EEV number, and Signature of subcontractor.**

**Upload 1**-Via Purchasing Bid page - BidNet Direct:

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

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

**Upload 2** -Via WebGrants under 2024 CCSP Eligibility Requirements:

<https://fulton.dullestech.net>

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

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

## 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 services<sup>3</sup> under a contract with **[insert name of prime contractor (Agency)]** North Metro Miracle League on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

188285

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

North Metro Miracle League  
Name of Subcontractor (Individual/Agency)

CEO  
BY: Authorized Signature Officer or Agent of Subcontractor

Michael Haynes  
Title of Authorized Officer or Agent of Subcontractor

Michael Haynes  
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 22 day of February, 2024.

Notary Public: SP Patel

County: Fulton

Commission Expires: 12/7/2026

**SHIVSHAKTI CHETAN PATKI**  
NOTARY PUBLIC  
Forsyth County  
State of Georgia  
My Comm. Expires Dec. 7, 2026

<sup>3</sup>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.

<sup>4</sup>[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)

05/05/2024

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).

<b>PRODUCER</b> Hamby & Aloisio Inc. 53 Perimeter Center East #400  Atlanta GA 30346	<b>CONTACT NAME:</b> Judith Davis, CISR, CPSR <b>PHONE (A/C, No Ext):</b> (770) 551-3270 <b>FAX (A/C, No):</b> (770) 551-3289 <b>E-MAIL ADDRESS:</b> judith@hains.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Berkley Regional Ins. Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> North Metro Miracle League 2145 Jep Wheeler Road  Woodstock GA 30188	<b>NAIC #</b>  

**COVERAGES** **CERTIFICATE NUMBER:** 2024-2025 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HHS 8530015-11	03/25/2024	03/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Ben Liab \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HHS 8530015-11	03/25/2024	03/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HHS 8530015-11	03/25/2024	03/25/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HHS 8530015-11	03/25/2024	03/25/2025	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability Improper Sexual Conduct			HHS 8530015-11	03/25/2024	03/25/2025	Limit \$1MIL/\$3MIL Limit \$1MIL/\$3MIL

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

## CERTIFICATE HOLDER

## CANCELLATION

Youth and Community Services Division Department of Community 137 Peachtree St SW  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.  <b>AUTHORIZED REPRESENTATIVE</b> 
--	--

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**

## **GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

<b>SUBJECTS OF INSURANCE</b>
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$20,000
Broadened Supplementary Benefits
a. Bail Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for "Special Events"
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of "Special Event" Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

## **A. BROADENED BODILY INJURY**

Paragraph 3. of **Section V – Definitions** is deleted and replaced with the following:

3. “Bodily injury” means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

## **B. BROADENED PERSONAL AND ADVERTISING INJURY**

1. Paragraph 14. of **Section V - Definitions** is deleted and replaced with the following:

14. “Personal and advertising injury” means injury, including consequential “bodily injury” arising out of one or more of the following offenses during the policy period.
  - a. False arrest, detention, or imprisonment;
  - b. Malicious prosecution or abuse of process;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
  - d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization, or disparages a person’s or organization’s goods, products, or services;
  - e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;
  - f. Misappropriation of advertising ideas or style of doing business;
  - g. Infringement of copyright, title, or slogan; or
  - h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.
2. Exclusions 2.b. and 2.c. under **Coverage B - Personal and Advertising Injury Liability** are deleted and replaced with the following:
  - b. **Material Published with Knowledge of Falsity**  
“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
  - c. **Material Published Prior to Policy Period**  
“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

## **C. BROADENED PROPERTY DAMAGE**

Exclusion 2.a. under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

### **a. Expected Or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

## **D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE**

1. Paragraph 6. under **Section III - Limits Of Insurance** is deleted and replaced with the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of “property damage” to:
  - a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
  - b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

c. \$500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph 2. **Exclusions of Coverage A - Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs c. through n., do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

3. Paragraph 4. **Other Insurance of Section IV - Commercial General Liability Conditions** is amended as follows:

Paragraph b.(1)(a)(ii) is deleted and replaced with the following:

(ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph 9.a. under **Section V - Definitions** is deleted and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of **Section III - Limits Of Insurance**.

6. This Broadened Coverage does not apply if Fire Damage Liability of **COVERAGE A (SECTION I)** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

#### **E. BROADENED MEDICAL PAYMENTS**

1. The following provision is added to Paragraph 2. of **Section III - Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

a. \$20,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III - Limits Of Insurance**.

3. This above Medical Expense Limit does not apply if **Coverage C - Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

#### **F. BROADENED SUPPLEMENTARY PAYMENTS**

Paragraphs 1.b. and 1.d. under **Supplementary Payments - Coverages A and B** are deleted and replaced with the following:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

#### **G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION**

Paragraph 3.a under **Section II - Who Is An Insured** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 120<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT**

Exclusion 2.g. under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f. (2) or f. (3) of **Section V - Definitions**, Paragraph 12., "Mobile Equipment"; or
- (6) An aircraft you do not own that is:
  - (a) Hired, chartered, or loaned with a crew; and
  - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph g.(1) and g.(2) above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph g.(6) above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

#### **I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS**

1. Paragraph 2. **Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV - Commercial General Liability Conditions** is amended to add the following provision:
  - e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph 2.a. above, or a claim or "suit" or offense under Paragraphs 2.a., 2.b., and 2.c above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."
2. The following provisions are added to **Section IV - Commercial General Liability Conditions**:
  10. **Liberalization**  
If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.
  11. **Notice To Company**  
If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

#### **J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS**

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.
2. **Section V - Definitions** is amended to add the following paragraph:
  23. "Special Event" means any event:
    - a. The purpose of which is to raise funds for you; or
    - b. To recognize the accomplishments of your organization, your "employees," or your "volunteer workers"; or

- c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs a. or b. above; and
- d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph c. above.

#### **K. AUTOMATIC ADDITIONAL INSURED(S)**

The following provisions are added to **Section II - Who Is An Insured**:

##### **4. Automatic Additional Insured(s)**

###### **a. Additional Insureds - Athletic Activity Participants**

- (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:
  - (a) "Medical expenses" under **Coverage C - Medical Payments**.
  - (b) "Bodily Injury" to:
    - (i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or
    - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
  - (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
    - (i) A co-participant, your "volunteer worker", or your "employee"; or
    - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

###### **b. Additional Insured - Contractual Obligations**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:
  - (a) Coverage is limited to liability arising out of:
    - (1) Your ongoing operations performed for such Additional Insured; or
    - (2) Such Additional Insured's financial control of you; or
    - (3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
    - (4) A permit issued to you by a state or political subdivision.
  - (b) Coverage does not apply to any "occurrence" or offense:
    - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or
    - (ii) Which takes place after you cease to be a tenant in that premises.
  - (c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:
    - (i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    - (ii) Supervisory, inspection, or engineering services.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e). does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

**c. Additional Insured - Funding Sources**

- (1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:
  - (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  - (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

**d. Additional Insured - Manager or Lessor of Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
  - (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;
 but only if the written or oral agreement is an "insured contract";
  - (a) Currently in effect or to become effective during the term of this policy; and
  - (b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d.(1) immediately above, the following additional provisions apply:
  - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
  - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

- (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

**e. Additional Insured - Owner, Manager, Operator or Lessor of "Special Events" Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:
  - (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
    - (i) Currently in effect or to become effective during the term of this policy; and
    - (ii) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:
  - (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
  - (a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
  - (b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

**f. Additional Insured - Supervisors or Higher in Rank**

- (1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:
  - (a) "Bodily injury" or "personal injury":
    - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
    - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
    - (iii) Arising out of his or her providing or failing to provide professional health care services.
  - (b) "Personal Injury":
    - (i) To a co-"employee" while in the course of his or her employment;
    - (ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b)(i) or (b)(ii) above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**g. Additional Insured - LIMITATIONS**

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs a. (Athletic Activity Participants), b. (Contractual Obligations), c. (Funding Sources), d. (Managers or Lessors of Premises), and e. (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

**24.** "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph h. apply to coverage extended to the above referenced Additional Insureds **REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.**

**L. BLANKET WAIVER OF SUBROGATION**

Paragraph 8. under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

**8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation**

- a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

**M. PRIORITY OF APPLICATION FOR MULTIPLE INSURED**

**Section III - Limits Of Insurance** is amended to add the following paragraph:

**8.** In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

- a. You;
- b. Your "executive officers," directors, "employees," and
- c. Any other insureds in any order that we choose.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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 **North Metro Miracle League, Inc.**

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

DocuSigned by: Name of Signatory: Mike Haynes  
*Mike Haynes*  
Title of Signatory: Exective Director  
F3236E3BEFFC477...  
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned by: Name of 2nd Signatory: **Brent Hornbuckle**  
*Brent Hornbuckle*  
Title of 2nd Signatory: **Development Director**  
39528C44EC0542F...  
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

X 2ND RM

ITEM#: _____ RM: _____	ITEM#: 24-0350 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING

**Certificate Of Completion**

Envelope Id: 3AE4065441674611808BCCF88DC805CE

Status: Completed

Subject: Please DocuSign: 2024 CCSP Contract-North Metro Miracle League, Inc.-BOC Agenda#24-0350

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 37

Certificate Pages: 7

AutoNav: Enabled

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Signatures: 6

Initials: 0

Stamps: 1

Envelope Originator:

Cherie Williams

141 Pryor Street

Purchasing &amp; Contract Compliance, Suite 1168

Atlanta, GA 30303

Cherie.Williams@fultoncountyga.gov

IP Address: 136.55.230.223

**Record Tracking**

Status: Original

8/21/2024 8:14:10 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**

Mike Haynes

mikehaynes@str8upsports.com

Security Level: Email, Account Authentication  
(None)**Signature**

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Signature Adoption: Pre-selected Style

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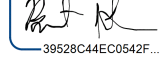
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Brent Hornbuckle

brent@wellspringresource.com

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(None)

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Signature Adoption: Drawn on Device

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ID: 7ae8b92a-63fa-40e1-8e6a-d5214c417558

Mark Hawks2

mark.hawks@fultoncountyga.gov

Chief Assistant Purchasing Agent

Purchasing and Contract Compliance

Security Level: Email, Account Authentication  
(None)**Completed**

Using IP Address: 74.174.59.4

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Signed: 8/26/2024 9:53:46 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
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Signature Adoption: Pre-selected Style

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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

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

Signed by:  
*David Lowman*  
0EC92EDADEFB4B8...

Signature Adoption: Pre-selected Style  
Using IP Address: 74.174.59.10

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ID: 370fd5ea-16fd-4138-97c5-43ab4df7f979

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

Completed

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Robert L. Pitts  
michael.oconnor@fultoncountyga.gov  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Robert L. Pitts*  
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Signature Adoption: Pre-selected Style  
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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:  
*Tonya R. Grier*  
EEC476C4837648D...



Signature Adoption: Pre-selected Style  
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Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 8/21/2024 8:21:57 PM
Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 8/21/2024 8:21:57 PM
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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](mailto:glenn.king@fultoncountyga.gov)

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

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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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