

### CONTRACT DOCUMENTS

**FOR** 

## REQUEST FOR PROPOSAL 25RFP020325C-MH

2025 COMMUNITY SERVICES PROGRAM

**FOR** 

DEPARTMENT OF COMMUNITY DEVELOPMENT

**OF** 

**FULTON COUNTY, GEORGIA** 

### **CONTRACT AGREEMENT**

THIS AGREEMENT ("Agreement"), entered into this **1st day of January 2025**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as "Fulton County" or "County"), a political subdivision of the State of Georgia, acting by and through its Community Development Department's Youth and Community Services Division ("YCS"), and **Gate City Day Nursery Association** (hereinafter referred to as "Contractor"), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the "Parties").

### WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on May 21, 2025, BOC#25-0398.

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

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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.

The Chairperson of the Board of Directors for the Contractor or authorized representative

(hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf

of Contractor, including this Agreement.

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

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

This Agreement will remain in effect from 01/01/2025, until midnight 12/31/2025.

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

on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to

avert a life threatening situation or other sufficiently serious deficiency.

**ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:** 

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

**SCOPE OF WORK:** 

**Community Services Program (CSP)** 

**CSP Service Category:** Children and Youth Services

**CSP Funding Priority(ies):** 

Children and Youth: 1. Programs focusing on kindergarten readiness...,3. Programs addressing mental

health depression stress trauma and anxiety among youth and teens

**Disabilities:** Not Applicable

**Economic Stability:** Not Applicable

**Health and Wellness:** Not Applicable

**Homelessness:** Not Applicable

Senior Services: Not Applicable

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Gate City Day Nursery Association, ECE/School-Age Intervention and Learning Loss Prevention will provide services at the following locations at specified times during the contract period of 01/01/2025 through 12/31/2025:

### **Start and end date of programming for which CSP funds will be used:**

**Start date:** 01/01/2025

**End date:** 12/31/2025

### **Service Delivery Site(s):**

Name of Program Site	Program Location (complete physical address)	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location	District(s) of Fulton County Residents Served by the program (facility) location
Samuel L. Jones Center	2080 Cascade Road, SW	Atlanta	Georgia	30311	6	3,4,5,6
Samuel Nabrit Center	2035 Campbell Road, SW	Atlanta	Georgia	30311	6	3,4,5,6

## **Approach and Design:**

**Gate City Day Nursery Association,** ECE/School-Age Intervention and Learning Loss Prevention will provide services to **40** clients that reside in Fulton County, with CSP funding.

Gate City Day Nursery Association, ECE/School-Age Intervention and Learning Loss Prevention will provide the following activities and services in Fulton County with CSP funding:

The Gate City Day Nursery Association provides early care and learning for children age birth to Pre-K, an

afterschool program during the school year and summer learning program. We offer educational, recreational, nutritional, special needs, health (including mental health) and wellness, and social services to our children and families. Staff members and teachers are well trained in early childhood education and come to us with varied experiences in education and social services. Gate City has two centers which open each week Monday- Friday. 6:30 AM - 6:00 PM, a year round program. The Gate City infant and toddler program is designed to support the crucial growth period in young children (birth to three years old). It provides a safe and stimulating space where children can learn, explore, and thrive. Gate City specifically offers early intervention services to support children with developmental needs and their families, ensuring they are ready to learn and succeed when they enter school.

The early learning program uses the Creative Curriculum to build children's confidence, creativity, and critical thinking skills through hands-on, project-based investigations. The curriculum is aligned to state early learning guidelines, and the Head Start Early Learning Outcomes Framework, helping the program meet all requirements while focusing on the needs of individual children. Gate City works to foster all areas of children's development and learning—from social—emotional and physical skills to literacy, math, science, and the arts. Spark meaningful discussions and learning experiences throughout the day to develop essential mathematical skills, such as problem-solving, reasoning, communicating, making connections, and representing.

The four-year-old children enter the Georgia PreK at Gate City Day Nursery. The Pre-K Program is a state lottery funded educational programs for all four-year-old children. There is no cost to parents for the PreK program. School day ends at 3:30 PM for the program. After this time, the kids leave the center or attend an afterschool program. The afterschool program is fee based. Gate City prepares children for success in kindergarten and later school years and reflects an understanding of how children learn by emphasizing active learning. The program uses positive behavioral management and assessment strategies. The school readiness goals provide appropriate preschool experiences emphasizing growth in language and literacy, math concepts, science, social studies, arts, physical development, and social and emotional competence. All Georgia's Pre-K Programs provide instruction using the Georgia Early Learning and Development Standards (GELDS).

These standards are aligned with the Kindergarten Common Core Georgia Performance Standards. The Gate City PreK program uses the same curriculum as the early learners. The Creative Curriculum is a comprehensive, research-based curriculum that offers activities that foster children's learning in each learning domain (physical development and motor skills, social and emotional development, approaches to play and learning, communication, language and literacy, and cognitive development). The Teachers can adapt the Creative Curriculum to best meet all children's needs and build on prior learning. The Creative Curriculum utilizes culturally, linguistically, and developmentally appropriate lesson plans, and instructional strategies are also consistent with the GELDS. The goal is to ensure that teachers help all children achieve language, literacy, numeracy, science, social science, creative arts, motor skills, social competence, and emotional regulation standards. The application of our Creative Curriculum and GELDS are regularly shared with parents.

The next Gate City program is the summer learning program. This program serves youth 3 to 12 years of age. The summer program assists the students with academic studies. The program offers educational enrichment and cultural activities to 50 youth. An article publication of US News/Race and Ethnicity stated that African American students need more early childhood education, longer school days, longer school years and more meaningful

summer opportunities to close the "achievement gap" and succeed in our sociality. While students of any race, creed or national origin are welcome to join the afterschool program, the selected population is 93% African Americans.

The summer learning program provides opportunities for academic enrichment, including tutorial services to help students meet State of Georgia Department of Education student performance standards in core academic subjects such as reading and mathematics. It offers students a broad array of additional services, programs, and activities, such as youth development activities, drug and violence prevention programs, counseling supports, STEM activities, art, music, and recreation programs, technology education and character education that are designed to reinforce and complement the regular academic program of participating students.

Strengthening Families Initiative: Gate City also provides programming for our parents. The Gate City Strengthening Families Initiative (SFI), a strategy developed through the Washington-based Center for the Study of Social Policy (CSSP), is a conceptual framework and approach to preventing child abuse and neglect. The approach is an evidence-based Protective Factors that early childhood programs can build around young children by working differently with their families. The SFI provides a social network for families through activities such as luncheons, meetings, parent workshops, volunteer reading, and other opportunities for families. They gather and make connections with other families. Families can visit the Parent Resource Library that is available in each center. The library has information on ages and stages of development, discipline, children with special needs, and other issues related to childhood development.

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

Based on the awarded amount of <u>\$25,000.00</u>, the CSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

Administrative Expenditures CSP funds that are spent on indirect personnel expenses such as salaries, salary fringe, and benefits for executive / management, accountant, administrative support, etc. Includes direct and indirect charges for administration of the grant (Note: Not more than 5% of total grant award can be used for administrative costs.)

Operational Expenditures- CSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: auditor, grant writer, consultants, insurance office/ warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogs, etc. Not to include indirect or direct personnel expenses. (Note: Not more than 25% of total grant award can be used for operational expenditures.)

*Direct Service Expenditures*- CSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter,

transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.), scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

Cost Category	<b>Designation of CSP Funding Award</b>
Administrative (5% Admin max of total funds awarded.)	\$0.00
Operational (25% Operational max of total funds awarded.)	\$6,250.00
Direct Services	\$18,750.00
Total	\$25,000.00

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

The total cost, indicated in the **Summary Budget Schedule, is \$25,000**, which benefits the program participants who can not afford care. The average childcare cost per child is \$4000.00+. With funding from Fulton County, Gate City can provide our scholarships to families in need of childcare assistance. The funds will allow the young children and youth to experience a better life with future hope through their advancement. Too many children, especially African Americans, in Fulton County are not making progress from one year to the next. These funds will help increase scores and improve the children's self-esteem. Without these funds, the children will have very few programs and activities, which will lead to troubled and discouraged youth.

Staff salaries are calculated at a reasonable and sufficient rate to attract and maintain professionals. These salaries are necessary to accomplish the tasks and activities planned in the grant application. The costs listed on the budget summary are reasonable and essential for the participants to be served, as well as the scope of the project and anticipated outcomes. Funding from Fulton County will supplement and not supplant other federal, state, and local funds, as well as other non-federal funds. No employee, volunteer, agent, independent contractor, subcontractor, or board member has been convicted of, pled guilty to, or pled nolo contendere to any felony. All adults are subject to a criminal background check before involvement with Gate City.

Contract Reporting Period: January – June 2025, Total = \$12,500.00

**Administrative expenses** 

\$0.00

**Operational expenses** 

Program Operational Expenses include Maintenance, Utilities, Insurance, Program/Office Supplies, and Food. The \$3125.00 will assist with these expenses to support the Early Care/Learning, Afterschool, and Summer Programs.

**Direct services expenses** 

Credentialed/Certified Instructors and Assistants – The staff will instruct young children and youth. These funds will allow our organization to provide scholarships to children. Gate City receives some funds from the Childcare and Parent Services (CAPS) program. The program assists low-income families with the cost of childcare. These funds are limited, and some families do not qualify for the assistance program but can still not pay the cost of daycare, afterschool, and/or summer program services.

Direct Services Instructional Staff work from January – June. The Total for this time is \$9,375.00.

Contract Reporting Period: July – December 2025, Total= \$12,500.00

Administrative expenses

\$0.00

**Operational expenses** 

Program Operational Expenses include Maintenance, Utilities, Insurance, Program/Office Supplies, and Food. The \$3125.00 will assist with these expenses to support the Early Care/Learning, Afterschool, and Summer Programs.

**Direct services expenses** 

Credentialed/Certified Instructors and Assistants – The staff will instruct young children and youth. These funds will allow our organization to provide scholarships to children. Gate City receives some funds from the Childcare and Parent Services (CAPS) program. The program assists low-income families with the cost of childcare. These funds are limited, and some families do not qualify for the assistance program but can still not pay the cost of daycare, afterschool, and/or summer program services.

Direct Services Instructional Staff work from July – December. The total for this time is \$9,375.00.

**Program Performance Measures:** 

Gate City Day Nursery Association agrees to track and report program performance to the Fulton

### **County Department of Community Development.**

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

**Children and Youth:** 1. Number of students assessed as ready for kindergarten,3. Number of schoolaged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,6. Number of families attending support sessions and family engagement opportunities

**Disabilities:** Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

The following program measures/ Key Performance Indicators ("KPI's") will be utilized to track and report program outcomes for the Fulton County residents supported with CSP funding, during the funding period 01/01/2025 through 12/31/2025:

Gate City Day Nursery Association uses the Growth and Development-Ages Appropriate Screenings/Assessments (i.e., Ages and Stages Questionnaire ASQ/SE, Medline Plus-School Age Development, Stanford Medicine-The Growing Child, etc.); and the Work Sampling System/Protocol and Curricula Indicators/Checklist, Common Core and GELDS to assess development of children. Early detection and intervention of developmental delays is of high importance, and it allows Gate City teachers to plan/provide for the child's developmental growth and learning experiences. And provide community resources and referrals where needed.

Teachers keep track of children's work and progress in portfolios using a developmental checklist, matrices, samples of children's work, anecdotal notes, photos, and progress notes. Teachers share the results of the assessments with parents during their teacher-parent conferences held several times during the year. Parents are encouraged to use the Milestone Online Tracking App for younger children at the start of the school year. The program's assessment results show the percentage of children successfully achieving the skills/academic and developmental milestones. Gate City can compare scores against each quarter, compare scores from previous years, determine trends and/or gaps in learning, and use them to change or improve the curriculum or the program.

**Benchmarks:** The assessment plan is designed to assess the percentage change in the children as a whole participating in remediation and enrichment activities. The center will follow the established benchmarks as stated in the outcome objectives. Bi-monthly staff meetings will be used to discuss each participant's progress and to

make the required modifications.

Gate City will use its assessment tools to provide feedback on the following County Defined Performance Measures:

- -Number of students assessed as ready for kindergarten.
- -Number of school-aged youth engaged in/benefiting from the afterschool summer programs.
- -Number of families attending support sessions and family engagement opportunities.

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

Gate City will use the assessment tools listed above to provide the data to evaluate the center objectives listed below:

Agency Defined Objectives/Performance Measures

- -Provide a quality, affordable and accessible early childhood program.
- Provide Early Screenings to check for possible developmental delays.
- -Use Performance Assessments to support student learning.
- -Enhance the child's language and literacy, cognitive, social-emotional and motor skills.
- -Allow children to gain awareness and appreciation for learning.

### ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County

### Government.

- 2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
- 3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
- 4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
- 5. Contractor agrees to comply with the Operational Specifications outlined in 2025 Community Services Program 25RFP020325C-MH.
- 6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgment: "Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."

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

### Reporting

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

- 7. Contractor will be required to submit completed performance reports (with deadlines of (July 18, 2025, and January 16, 2026) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
- 8. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
- 9. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly

served through the Community Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with CSP funding may result in reimbursement of CSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.

10. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with CSP funding, and LEDGERS demonstrating how Community Services Program funds were expended for the specified reporting period.

### **Expenditure of Funds**

- 11. Contractor is prohibited from utilizing CSP funds for capital expenditures. (A "capital expenditure" is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of "capital expenditure" (e.g., children's story books, educational materials, games, puzzles, and flash cards).
- 12. Community Services Program funds must be expended by December 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 \$25,000.00.
- (b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. A failure by Contractor to submit the invoice for the first and/or second six months of the contracting period will constitute a breach of this Agreement.
- (c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are

violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

- (d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in 2025 Community Services Program 25RFP020325C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.
- (e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

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

- (a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.
- (b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.
- (c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than <u>July 18, 2025 for the period January 1, 2025-June 30, 2025; and January 16, 2026 for the period July 1, 2025-December 31, 2025.</u>
- (d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.
- (e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

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

Atlanta, Georgia 30303

To Contractor:

Gate City Day Nursery Association
P. O. Box 42467 2080 Cascade Rd., SW
Atlanta, Georgia 30311

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

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

### **ARTICLE V - INDEMNIFICATION**

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

bringing suit against the County for breach of the terms of this Agreement.

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

- (a) This Agreement is effective on 01/01/2025, and shall terminate on 12/31/2025, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.
- (b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.
- (c) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.
- (d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.
- (e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.
  - (f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton

County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

### ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

Contractor acknowledges that **Gate City Day Nursery Association**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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

### **ARTICLE VIII - INSURANCE**

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

### ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

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

### **ARTICLE X - SUBCONTRACTING**

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

### **ARTICLE XI - ASSIGNABILITY**

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

### **ARTICLE XII - SEVERABILITY OF TERMS**

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

### ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

### ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

### **ARTICLE XV - CAPTIONS**

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

### **ARTICLE XVI - GOVERNING LAW**

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

### **ARTICLE XVII - JURISDICTION**

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

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



### F. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	GateCity Day Nursery Association
Project No. and Project Title:	2025 Community Services Program RFP 25RFP020325C-MH

### CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

16	98	89	
dorall	Mosle A		-4:-

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

## **Denise Jones**

Authorized Officer or Agent (Name of Contractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

## **Denise Jones**

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

Notary Public

MAY 03, 2026 My Commission Expires:

## **Executive Director, CEO**

Title (of Authorized Officer or Agent of Contractor)

**Date Signed** 

[NOTARY SE

<sup>\*</sup> As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**Purchasing Forms & Instructions** 

## FORM G: GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT SUBCONTRACTOR AFFIDAVIT

### **Instructions:**

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

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

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

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

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

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

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

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

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

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



### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Gate City Day Nursery Association
Project No. and Project Title:	Not applicable

### FORM G: 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 under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program\* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	Date of Authorization
Authorized Officer of Agent	
(Name of Subcontractor)	
I hereby declare under penalty of perjury that the foregoing is true and correct	
Printed Name (of Authorized Officer or Agent of Contractor)	Title (of Authorized Officer or Agent of Contractor)
Signature (of Authorized Officer or Agent)	Date Signed
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
DAY OF, 20	
Notary Public	[NOTARY SEAL]
My Commission Expires:	

<sup>\*</sup> As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/27/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBBOGATION IS WAVED, subject to the terms and conditions of the policy certain policies may require an endorsement. A statement on

COVERAGES CEF	RTIFICATE NUMBER: CL2552764232	REVISION NUM	/IBER:
ATLANTA	GA 30311	INSURER F:	
		INSURER E:	
2080 CASCADE RD SW		INSURER D: Employers Preferred Insurancee Compa	ny 10346
Gate City Day Nursery Associa	ition	INSURER C: Utica National Insurance Group	43451
INSURED		INSURER B: Utica National Assurance Co	10687
Marietta	GA 30066	INSURER A: Utica National Ins Co of Texas	43478
Ste 103		INSURER(S) AFFORDING COVERAGE	NAIC#
1634 White Circle		E-MAIL ADDRESS: eileen.towns@biltmoreins.com	
Biltmore Insurance Services, LLC		PHONE (A/C, No, Ext):	FAX (A/C, No):
PRODUCER		CONTACT Eileen Towns	
this certificate does not confer rights to	•	endorsement(s).	M. Action of the control of the cont

CO	VERAGES CER	TIFIC	ATE	NUMBER:	CL2552764232			REVISION NUMBER:	
	HIS IS TO CERTIFY THAT THE POLICIES OF I								
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1.000.000 50.000 10,000 MED EXP (Any one person) 07/19/2024 07/19/2025 5522370 Α Υ PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 PRO-JECT POLICY PRODUCTS - COMP/OP AGG Ball Bond \$ 2,500 OTHER: COMBINED SINGLE LIMIT 1,000,000 AUTOMOBILE LIABILITY \$ (Ea accident) BODILY INJURY (Per person) \$ **ANY AUTO** SCHEDULED AUTOS NON-OWNED OWNED 5522371 07/19/2024 07/19/2025 \$ В BODILY INJURY (Per accident) AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE AUTOS ONLY (Per accident) Medical payments s 5.000 1,000,000 UMBRELLA LIAB OCCUR EACH OCCURRENCE 1,000,000 07/19/2024 07/19/2025 C EXCESS LIAB 5522372 AGGREGATE CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 08/10/2024 08/10/2025 Ñ ElG477607303 N/A 1,000,000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE if yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT ea Occurrence 1,000,000 Professional Liability 552370 07/19/2024 07/19/2025 Aggregate 1,000,000 Abuse/ and Molestation

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

Fulton County Government is an Additional Insured with respects to the Liability as required by written contract

CERTIFICATE HOLDER		CANCELLATION	
Fulton County Government 141 Pryor St SW		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>,</b>		AUTHORIZED REPRESENTATIVE	
Atlanta	GA 30303-3408	EBtowns	
		© 4000 2045 & CORD CORDORATION All sights recorded	

OWNER:

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

**CONTRACTOR:** 

FULTON COUNTY, GEORGIA  DocuSigned by:  Robert L. Pitts Robert L. Pitts, Chairman Fulton County Board of Commissioners	VENDOR NAME  DocuSigned byName of Signatory:  Title of Signatory:  Executive Director, CEO  Authorized Signature
ATTEST:  Signed by:  Day ar Arm  FEC476C4837648D.  Tonya R. Grier  Clerk to the Commission  (Affix County Seal)	ATTEST:  Signed by: Name of 2nd Signatory: Dorothy Swann  BBBE670DB9854D9  Second Authorized Signature  (Affix Corporate Seal, if applicable)
APPROVED AS TO FORM:  Signed by:  David Lowman  OEC92EDADEFB4B8  Office of the County Attorney	
APPROVED AS TO CONTENT:  Stanley Wilson  Stanley Wilson, Director Fulton County Department of Community Development	
Please select RM or 2ND RM from the chec	A.I. A.I.
ITEM#: RM: REGULAR MEETING	X 2ND RM  ITEM#: 25-0398 2ND RM: 05/21/2025 SECOND REGULAR MEETING



### **Certificate Of Completion**

Envelope Id: D8B2C618-6E21-41DC-817C-EBF1511B196F

Subject: Please DocuSign: 2025 CSP Contract-Gate City Day Nursery Association-BOC Agenda#25-0398

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 25 Certificate Pages: 7 AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Canada)

Signatures: 6 Initials: 0 Stamps: 1 Envelope Originator: Cherie Williams 141 Pryor Street

Status: Completed

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Cherie.Williams@fultoncountyga.gov

IP Address: 172.56.71.183

### **Record Tracking**

Status: Original

6/12/2025 7:45:20 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**

**Denise Jones** 

djones@gatecitykids.org Executive Director

Security Level: Email, Account Authentication

(None)

### Signature

DocuSigned by:

Signature Adoption: Drawn on Device Using IP Address: 23.31.143.57

### **Timestamp**

Sent: 6/12/2025 7:49:45 PM Viewed: 6/20/2025 10:56:18 AM Signed: 6/20/2025 11:00:11 AM

### **Electronic Record and Signature Disclosure:**

Accepted: 6/20/2025 10:56:18 AM

ID: fa304841-7421-44ab-9e0d-fd1a75a0da7d

Dorothy Swann

gatecityboarddirectors@gmail.com

Security Level: Email, Account Authentication

(None)

Signed by:

Dowly Swarh

BBBE670DB9854D9...

Signature Adoption: Drawn on Device

Using IP Address:

2607:fb90:d710:54b0:49be:3339:660b:f021

Sent: 6/20/2025 11:00:13 AM Resent: 6/23/2025 9:03:02 AM Viewed: 6/23/2025 11:42:26 AM Signed: 6/23/2025 11:54:20 AM

### **Electronic Record and Signature Disclosure:**

Accepted: 6/23/2025 11:42:26 AM

ID: 97a6f4f0-e3c6-4039-9190-f335038b86f9

Mark Hawks2

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

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

### Completed

Using IP Address: 74.174.59.4

Sent: 6/23/2025 11:54:23 AM Viewed: 6/23/2025 11:54:49 AM Signed: 6/23/2025 11:55:01 AM **Signer Events** 

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Lauren Hansford

lauren.hansford@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 6/24/2025 1:52:31 PM

ID: 295ec12c-f2a1-4b2e-9b71-cfa618f41ee5

**David Lowman** 

David.Lowman@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 6/24/2025 1:57:30 PM ID: ba6560c5-1f10-4707-a3a0-e23150e71b6c

Nikki Peterson

nikki.peterson@fultoncountyga.gov

Chief Deputy Clerk to the Board of Commissioners

**Fulton County Government** 

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

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

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

Robert L. Pitts

michael.oconnor@fultoncountyga.gov

**Fulton County** 

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Tonya Grier

tonya.grier@fultoncountyga.gov

Clerk to the Commission

**Fulton County** 

Security Level: Email, Account Authentication

(None)

Signature

Stanley Wilson 5E4D76DFB4A0450..

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

Completed

Using IP Address: 24.99.91.51

Signed by:

David Lowman

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

Completed

Using IP Address: 66.56.23.82

Robert L. Pitts -BA715B1A26544E7.

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

Signed by:

Jourgal Flow EEC476C4837648D.

Signature Adoption: Uploaded Signature Image

Using IP Address: 99.96.24.191

**Electronic Record and Signature Disclosure:** 

**Timestamp** 

Sent: 6/23/2025 11:55:03 AM

Viewed: 6/23/2025 2:21:07 PM

Signed: 6/23/2025 2:21:12 PM

Sent: 6/23/2025 2:21:14 PM Resent: 6/24/2025 9:46:41 AM

Viewed: 6/24/2025 1:52:31 PM Signed: 6/24/2025 1:54:47 PM

Sent: 6/24/2025 1:54:51 PM Viewed: 6/24/2025 1:57:30 PM

Signed: 6/24/2025 1:58:16 PM

Sent: 6/24/2025 1:58:18 PM

Resent: 6/25/2025 1:10:18 PM Viewed: 6/27/2025 3:05:04 PM

Signed: 6/27/2025 3:05:43 PM

Sent: 6/27/2025 3:05:46 PM Resent: 6/30/2025 11:56:56 AM Viewed: 6/30/2025 12:05:34 PM

Signed: 6/30/2025 12:05:41 PM

Sent: 6/30/2025 12:05:48 PM Viewed: 7/1/2025 10:07:00 AM

Signed: 7/1/2025 10:07:21 AM

Signer Events	Signature	Timestamp
Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
Mark Hawks3	Completed	Sent: 7/1/2025 10:07:24 AM
mark.hawks@fultoncountyga.gov	o implotou	Resent: 7/3/2025 10:43:28 AM
Chief Assistant Purchasing Agent	Heim ID Address 45 00 000 470	Viewed: 7/3/2025 2:16:58 PM
Purchasing and Contract Complliance	Using IP Address: 45.20.200.178	Signed: 7/3/2025 2:17:09 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Atif Henderson	COPIED	Sent: 6/12/2025 7:49:44 PM
Atif.Henderson@fultoncountyga.gov Fulton County Government	COPIED	Viewed: 7/3/2025 2:25:28 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Cherie Williams	COPIED	Sent: 6/12/2025 7:49:44 PM
cherie.williams@fultoncountyga.gov	COPIED	Resent: 7/3/2025 2:17:16 PM
Fulton County Government		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Carlos Thomas	CODTED	Sent: 6/12/2025 7:49:44 PM
carlos.thomas@fultoncountyga.gov	COPIED	Viewed: 7/3/2025 2:25:56 PM
Division Manager		
Fulton County Government		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Dian DeVaughn	COPIED	Sent: 7/3/2025 2:17:13 PM
dian.devaughn@fultoncountyga.gov	COPIED	Viewed: 7/3/2025 2:24:13 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Witness Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	6/12/2025 7:49:44 PM	
Certified Delivered	Security Checked	7/3/2025 2:16:58 PM	
Signing Complete	Security Checked	7/3/2025 2:17:09 PM	
Completed	Security Checked	7/3/2025 2:17:13 PM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

### CONSUMER DISCLOSURE

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

### Getting paper copies

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

### Withdrawing your consent

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

### Consequences of changing your mind

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

### All notices and disclosures will be sent to you electronically

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

### How to contact Carahsoft OBO Fulton County, Georgia:

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

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

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

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

### To request paper copies from Carahsoft OBO Fulton County, Georgia

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

### To withdraw your consent with Carahsoft OBO Fulton County, Georgia

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

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

### Required hardware and software

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

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

### Acknowledging your access and consent to receive materials electronically

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

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

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  authorizations, acknowledgements, and other documents that are required to be provided
  or made available to me by Carahsoft OBO Fulton County, Georgia during the course of
  my relationship with you.