

# **CONTRACT DOCUMENTS**

**FOR** 

# REQUEST FOR PROPOSAL 24RFP053124C-MH

2024 VETERANS SERVICES PROGRAM

**FOR** 

DEPARTMENT OF COMMUNITY DEVELOPMENT

**OF** 

**FULTON COUNTY, GEORGIA** 

#### **CONTRACT AGREEMENT**

THIS AGREEMENT ("Agreement"), entered into this **1st day of July 2024**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as "Fulton County" or "County"), a political subdivision of the State of Georgia, acting by and through its Community Development Department's Youth and Community Services Division ("YCS"), and **Poverty 2 Prosperity PS Inc** (hereinafter referred to as "Contractor"), a corporation organized as a nonprofit, tax exempt 501(c) (3) or 501(c)(19) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the "Parties").

#### WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on August 21, 2024, BOC#24-0545.

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

#### **INDEX OF ARTICLES**

- ARTICLE 1. PARTIES AND TERM
- ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES
- ARTICLE 3. COMPENSATION FOR SERVICES
- ARTICLE 4. RECORD KEEPING
- ARTICLE 5. INDEMNIFICATION
- ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 7. INDEPENDENT CONTRACTOR STATUS
- ARTICLE 8. INSURANCE
- ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT
- ARTICLE 10. SUBCONTRACTING
- ARTICLE 11. ASSIGNABILITY
- ARTICLE 12. SEVERABILITY OF TERMS
- ARTICLE 13. PRECEDENCE OF AGREEMENT
- ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 15. CAPTIONS
- ARTICLE 16. GOVERNING LAW
- ARTICLE 17. JURISDICTION

#### **ARTICLE I - PARTIES AND TERM:**

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from 07/01/2024, until midnight 12/31/2024.

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

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

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

#### **SCOPE OF WORK:**

**Veterans Services Program (VSP)** 

**VSP Service Category:** 

Homeless and Housing

**VSP Funding Priority(ies):** 

**Health and Wellness:** 

Not Applicable

### **Homelessness and Housing:**

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

Poverty 2 Prosperity PS Inc, And Still, I Rise Veterans Community will provide services at the following locations at specified times during the contract period of 07/01/2024 through 12/31/2024:

# <u>Service Delivery Site(s):</u>

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
Poverty 2 Prosperity PS Inc	2001 Martin Luther King Dr SW Suite#304	Atlanta	GA	30310	6	4,6
Poverty 2 Prosperity PS Inc	2049 Perkerson Rd SW	Atlanta	GA	30310	4	4,6
Adamsville Collier Heights Library	3424 Martin Luther King Jr Dr SW	Atlanta	GA	30310	6	4,6

# **Approach and Design:**

Poverty 2 Prosperity PS Inc, And Still, I Rise Veterans Community will provide services to 12 clients that reside in Fulton County, with VSP funding.

Poverty 2 Prosperity PS Inc, And Still, I Rise Veterans Community will provide the following activities and services in Fulton County with VSP funding:

#### **Approach and Design**

#### Poverty 2 Prosperity PS, Inc

- 1. Specific Activities and Services/ a. Financial Literacy Workshops/ Providing comprehensive financial education to empower individuals to manage their finances effectively and break the cycle of poverty. b. Job Readiness Training/ Offering skill-building workshops, resume writing assistance, and interview preparation to enhance employment prospects for participants. c. Mental Health Support/ Facilitating access to counseling services, support groups, and mental health resources to address the emotional well-being of individuals. d. Access to Resources/ Connecting participants with essential resources such as affordable housing options, healthcare services, and food assistance programs to meet their basic needs.
- 2. Implementation of Activities and Services/ a. Hiring Qualified Staff/ Recruiting experienced professionals in financial education, career counseling, and mental health services to deliver high-quality programs. b. Collaborating with Community Partners/ Forming partnerships with local organizations, schools, healthcare providers, and government agencies to leverage resources and expertise. c. Tailoring Programs to Participant Needs/ Conducting needs assessments and feedback sessions to customize services and ensure relevance to the community. d. Providing Ongoing Support/ Offering continuous support and follow-up services to participants to ensure long-term success and sustainability.
- 3. Addressing Fulton County KPIs/ a. KPI 1/ Increase in Employment Rates By providing job readiness training and employment placement assistance, we aim to contribute to the county's goal of increasing employment rates. b. KPI 2/ Improved Mental Health Outcomes Our mental health support services align with the county's objective of improving mental health outcomes among residents. c. KPI 3/ Reduction in Poverty Rates Through comprehensive support and empowerment initiatives, we seek to contribute to the county's efforts to reduce poverty rates and promote economic stability.
- **4. Addressing CCSP Funding Priorities**/ a. Priority 1: Economic Stability Our programs focus on financial literacy, job readiness, and access to resources to promote economic stability among participants. b. Priority 2: Housing Stability By connecting individuals with affordable housing options and homelessness prevention services, we address the priority of housing stability. c. Priority 3: Healthy Living Our mental health support services contribute to promoting healthy living and well-being among participants.

#### 5. Community Collaborative Relationships/

- 1. School/ Partnering with schools to reach youth and families in need of support.
- 2. Healthcare Providers/ Collaborating with clinics and hospitals to provide access to healthcare services for participants.
- 3. Social Services Agencies/ Working with social services agencies to coordinate support services and referrals for participants.
- 4. Faith-Based Organizations/ Engaging faith-based communities to provide additional support and resources to participants.
- 5. Workforce Development Agencies/ Collaborating with workforce development agencies to enhance job placement services for participants.
- 6. Nonprofit Organizations/ Partnering with other nonprofit organizations to share resources and best practices in poverty alleviation.
- 7. Government Agencies: Building relationships with local government agencies to advocate for policy changes and access additional funding opportunities.

# **Designation of VSP Funds:**

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

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

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

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

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

Cost Category	Designation of VSP Funding Award	Detailed Explanation of how the Funding Award will be Expended		
Administrative (5% Admin max of funds awarded.)				
	\$9,750.00			
Direct Services				
Total	\$30,000.00			

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

Explanation of Funding Details Administrative 5% Administrative max of funds awarded Operational Expenditures Direct Funds salaries of senior management and the costs associated with general services legal, accounting, clerical work, and information technology. \$1,500 Lease \$3,250 x2= \$6,500 Utilities \$750x 2=\$1,500 Marketing/ Advertising/ Financial Literacy Offices Supplies toner, paper, etc. \$1,750=\$9750 Program Director, Program Manager, VA homelessness prevention & etc. \$18,750 Total \$30,000.00 Cost Category Designation of Funding Request Brief Explanation of funding Administrative 5% Administrative max of funds awarded \$1,500.00 5% of \$30,000.00 Executive Staff/ Administrative Support staff Operational \$9750.00 Lease expenses, office supplies, marketing, Utilities, Direct Services \$18,750.00 Participants, management, housing and homelessness prevention for veterans and families; Total \$30,000.00

#### **Program Performance Measures:**

Poverty 2 Prosperity PS Inc agrees to track and report program performance to the Fulton County Department of Community Development.

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

#### **Health and Wellness:**

Not Applicable

#### **Homelessness and Housing:**

1. Homeless and Housing-Number of potential instances of homelessness prevented,3. Homeless and Housing-Number of Veterans placed in Transitional Housing,5. Homeless and Housing-Number of Veterans whose barriers to self sufficiency are eliminated or reduced paths to self sufficiency created

The following program measures/ Key Performance Indicators ("KPI's") will be utilized to track and report program outcomes for the Fulton County residents supported with VSP funding, during the funding period 07/01/2024 through 12/31/2024:

#### Program Performance Measures: Poverty 2 Prosperity PS, Inc

- 1. Methods and Specific Goals: a. Employment Rate Increase/ Method: Track the number of program participants who secure employment within six months of completing job readiness training. Goal: Achieve a 20% increase in the employment rate among participants within the first year of program implementation. b. Financial Literacy Improvement/ Method/ Administer pre and post-assessments to measure participants' financial literacy knowledge and skills. Goal: Achieve a 30% improvement in financial literacy scores among participants by the end of the program year. c. Mental Health Support/ Method/ Conduct participant surveys to assess mental health outcomes such as stress levels, coping mechanisms, and access to support services. Goal: Ensure 80% of participants report a reduction in stress levels and an increase in coping skills after engaging in mental health support services.
- 2. Major Milestones and Supporting Schedule: a. Month 3/ Launch financial literacy workshops and job readiness training. b. Month 6/ Conduct mid-year review to assess progress towards employment goals and financial literacy improvements. c. Month 9/ Expand mental health support services and assess participant satisfaction through feedback surveys. d. Month 12/ Complete end-of-year evaluation to measure overall program impact and identify areas for improvement.

**3. Data Collection Tools/Sources:** a. Participant Enrollment Forms/ Collect demographic information, employment history, and program preferences. b. Pre and Post-Assessment Surveys: Measure changes in financial literacy knowledge and skills. c. Participant Surveys/ Assess mental health outcomes, satisfaction with services, and overall program effectiveness.

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

Agency Defined Performance Measures

- 4. County Defined Performance Measures: a. Employment Placement Rate/ Report the percentage of program participants who secure employment within six months of completing job readiness training. b. Financial Literacy Completion Rate/ Report the percentage of participants who complete the financial literacy workshop series. c. Mental Health Referral Rate/ Report the number of participants referred to mental health services and their engagement with these services.
- 5. Agency Defined Performance Measures: a. Participant Retention Rate/Report the percentage of participants who remain actively engaged in the program for the entire duration of the contract period. b. Employment Retention Rate/Report the percentage of participants who retain employment for at least six months after placement. c. Participant Satisfaction Score: Report participant satisfaction ratings on program services and support received during the contract period.

By implementing these performance measures, Poverty 2 Prosperity PS, Inc aims to track progress, assess impact, and continuously improve program effectiveness in achieving its goals of empowering individuals and communities to overcome poverty and achieve lasting prosperity

#### **ADDITIONAL REQUIREMENTS**

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

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

- 2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
- 3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
- 4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
- 5. Contractor agrees to comply with the Operational Specifications outlined in 2024 Veterans Services Program 24RFP053124C-MH.
- 6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgment: "Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."

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

#### Reporting

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

- 7. Contractor will be required to submit completed performance reports with deadlines of (January 10, 2025) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
- 8. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.

- 9. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Community Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with VSP funding may result in reimbursement of VSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
- 10. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with VSP funding, and LEDGERS demonstrating how Community Services Program funds were expended for the specified reporting period.

### **Expenditure of Funds**

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

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

- (d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in 2024 Veterans Services Program 24RFP053124C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.
- (e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

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

- (a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.
- (b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.
- (c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than <u>January 10</u>, <u>2025 for the period July 1, 2024-December 31, 2024.</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:

Poverty 2 Prosperity PS Inc 2001 Martin Luther King Jr Dr 301 Atlanta, Georgia 30310

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

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

#### ARTICLE V - INDEMNIFICATION

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

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

- (a) This Agreement is effective on 07/01/2024, and shall terminate on 12/31/2024, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.
- (b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.
- (c) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.
- (d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have

the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

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

#### **ARTICLE VII - INDEPENDENT CONTRACTOR STATUS**

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

Contractor acknowledges that **Poverty 2 Prosperity PS 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.

#### <u>ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT</u>

- (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.

#### <u>ARTICLE XIII – PRECEDENCE OF AGREEMENT</u>

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.

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	VENDOR NAME Poverty 2 Prosperity PS, I
DocuSigned by:	DocuSigned byName of Signatory: Arleshia McMichael
Robert L. Pitts	Multiplication Executive Director
Robert L. Pitts, Chairman	Authorized Signature
Fulton County Board of Commissioners	radiofized bigilature
ATTEST:  Docusigned by:  Tonya K. Grier  Tonya R. Grier  Clerk to the Commission  Signed by:	ATTEST:  Signed by: Name of 2nd Signatory: Ashia Allen  Atte of 2nd Signatory: Secretary  F4F93C9D237543E  Second Authorized Signature
(Affix County Seal)	(Affix Corporate Seal, if applicable)
APPROVED AS TO FORM:	
Signed by:	
David Lowman	
Office of the County Attorney	
APPROVED AS TO CONTENT:	
Stanley Wilson 554D76DF84A0450	
Stanley Wilson, Director	
Fulton County Department of	
Community Development	
Please select RM or 2ND RM from the chec	kbox
RM	$\chi$ 2ND RM
TEM#: RM:	ITEM#: 24-0545 2ND RM: 8/21/2024
REGULAR MEETING	SECOND REGULAR MEETING



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/14/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

continuate frontest in field of cas	0.1.40.100.11.(0).				
PRODUCER		CONTACT NAME:	GREGORY SMARR		
SMARR FINANCIAL SERVICE	S INC	PHONE (A/C, No. Ext): 404-601-2816		FAX (A/C, No): 678-48	9-4967
260 PEACHTREE ST NW STE	£ 2200	E-MAIL ADDRESS: GASMARR@HOTMAIL.COM			
ATLANTA GA 30303		INSURER(S) AFFORDING COVERAGE			NAIC#
		INSURER A: ACE AMERICAN INSURANCE COMPANY			20699
INSURED		INSURER B	: Selective Way Insurance Company		12572
POVERTY 2 PROSPERITY PS INC		INSURER C	:		
2001 MARTIN LUTHER KING JR ATLANTA GA 30310	G JR DR SW SUITE 304	INSURER D	:		
		INSURER E:			
		INSURER F	:		
001/504.050	OFFICIOATE MUMBER		DEVICION NUI	4DED	

COVERAGES CERTIFICATE NUMBER: 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.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1000000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1000000
						MED EXP (Any one person)	\$ 5000
DEB 500	X	X	D01750628	06/14/2024	06/14/2025	PERSONAL & ADV INJURY	\$ 1000000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2000000
POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2000000
OTHER:						COMIBINED TOTAL AGG	\$ 4000000
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
ANY AUTO						BODILY INJURY (Per person)	\$
ALL OWNED SCHEDULED AUTOS AUTOS		X	D01750628	06/14/2024	06/14/2025	BODILY INJURY (Per accident)	\$
HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
						UNINSURED MOTORIST	\$
✓ UMBRELLA LIAB ✓ OCCUR						EACH OCCURRENCE	\$ 1000000
EXCESS LIAB CLAIMS-MADE	X	X	D01750653	06/14/2024	06/14/2025	AGGREGATE	\$ 2000000
DED X RETENTION \$						\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE			71909496	06/14/2024	06/14/2025	E.L. EACH ACCIDENT	\$ 500000
(Mandatory in NH)		_	7 1000400			E.L. DISEASE - EA EMPLOYEE	\$ 500000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500000
ABUSE AND MOLESTATION						PER Each Abuse or	1000000
B PROFESSIONAL LIABILITY			S 2584436-00	06/14/2024	06/14/2025	Molestation	2000000
(Health & Wellness Programs)							
	TYPE OF INSURANCE  COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE  OCCUR  DEB 500  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRODICY JECT LOC OTHER:  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS AUTOS AUTOS AUTOS AUTOS  WORKERS LIAB  DED RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  ABUSE AND MOLESTATION  PROFESSIONAL LIABILITY	TYPE OF INSURANCE  COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE OCCUR  DEB 500  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- OTHER:  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS AUTOS  WIMBRELLA LIAB CCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  ABUSE AND MOLESTATION  PROFESSIONAL LIABILITY	TYPE OF INSURANCE  COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE OCCUR  DEB 500  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRODUCY JECT LOC OTHER:  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS AUTOS  HIRED AUTOS NON-OWNED AUTOS  WORKERS COMPENSATION \$  WORKERS COMPENSATION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  ABUSE AND MOLESTATION  PROFESSIONAL LIABILITY	TYPE OF INSURANCE  COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE CCCUR  DEB 500  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRODUCY	TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE COCUR  DEB 500  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- POLICY PRO- OTHER:  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS AUTOS  WON-OWNED AUTOS  WON-OWNED AUTOS  WON-OWNED AUTOS  WORKERS COMPENSATION AND EMPLOYER'S LIABILITY  ANY PROPRIETOR/PARTNER(EXECUTIVE OFFICE/RMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  ABUSE AND MOLESTATION PROFESSIONAL LIABILITY  ADDITYTO628  DO1750628  D01750628  06/14/2024  D01750653  06/14/2024  71808486  06/14/2024	TYPE OF INSURANCE  ADDL SUBR INSD WVD  POLICY NUMBER  POLICY EFF (MM/DD/YYYY)  COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE COCUR  DEB 500  GENL AGGREGATE LIMIT APPLIES PER:  POLICY PRO- LOC  OTHER:  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS AU	TYPE OF INSURANCE    ADDL SUBR   POLICY NUMBER   POLICY EFF (MM/DD/YYYY)   POLICY EFF (MM/DD/YYY

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

Coverage under Auto Liability & General Liability is considered Primary & Non-Contributory. Umbrella Liability is excess over General Liability & Auto Liability and written on Following Form basis. Fulton County listed as Additional Insured per all Forms. 30 Day Notice of Cancellation is included on all policies.

CERTIFICATE HOLDER	CANCELLATION
FULTON COUNTY GOVERMMENT 141 PRYOR ST SW ATLANTA GA 30303-3408	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	GREGORY SWIARR

#### STATE OF GEORGIA

#### **COUNTY OF FULTON**

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

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

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

# 1778736

EEV/Basic Pilot Program\* User Identification Number

Poverty 2 Prosperity PS Inc
Name of Contractor (Agency)  Weller Lec Well's here
BY: Authorized Signature of Officer or Agent of Contractor
Executive Director
Title of Authorized Officer or Agent of Contractor of Contracto

Arleshia McMichael

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this

Commission Expires:

any performance of labor or

O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means 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>&</sup>lt;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].

#### STATE OF GEORGIA

#### **COUNTY OF FULTON**

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor (Agency)] Poverty 2 Prosperity PS Inc on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

# 1778736

EEV/Basic Pilot Program* User Identification Number of Subcontractor	
Poverty 2 Prosperity PS Inc	
Name of Subcontractor (Individual/Agency)	
BY: Authorized Signature Officer or Agent of Subcontractor	
Executive Director	
Title of Authorized Officer or Agent of Subcontractor	
Arleshia McMichael	
Printed Name of Authorized Officer or Agent of Subcontractor	
Sworn to and subscribed before me this 20thday of 1000	, 20 <u>24</u>
Notary Public: Kiena & Wanglorania L HANNING	
County: Fulton	
Commission Expires: September 7 2027	

<sup>&</sup>lt;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>&</sup>lt;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 Completion** 

Envelope Id: 157323E1210F4D0E8B08D950546EC0C8

Subject: Please DocuSign: 2024 VSP Contract-Poverty 2 Prosperity PS Inc-BOC Agenda#24-0545

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 24 Certificate Pages: 7

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Canada)

Signatures: 6 Initials: 0

Stamps: 1

Status: Completed

**Envelope Originator:** Carlos S. Thomas 141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

carlos.thomas@fultoncountyga.gov

IP Address: 66.217.2.13

**Record Tracking** 

Status: Original

9/4/2024 2:01:24 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Carlos S. Thomas

carlos.thomas@fultoncountyga.gov

Pool: StateLocal

Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

**Signer Events** 

Arleshia McMichael

arleshia@poverty2prosperityga.com

Security Level: Email, Account Authentication

(None)

Signature

Signature Adoption: Drawn on Device Using IP Address: 24.125.52.245

**Timestamp** 

Sent: 9/4/2024 2:08:53 PM Viewed: 9/4/2024 2:14:41 PM Signed: 9/4/2024 4:50:56 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 6/21/2023 12:04:32 PM ID: 6e877e93-7192-44a0-a308-128a75094afe

Ashia Allen

ashia@poverty2prosperityga.com

Secretary Ashia Allen

Security Level: Email, Account Authentication

(None)

Signature Adoption: Drawn on Device Using IP Address: 76.105.67.193 Signed using mobile

**Electronic Record and Signature Disclosure:** 

Accepted: 9/5/2024 8:37:54 PM

ID: b1d058c9-2528-4bcf-8a05-0eee927d5658

Mark Hawks2

mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Complliance

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication

(None)

Completed

Using IP Address: 45.20.200.178

Sent: 9/5/2024 8:40:56 PM Viewed: 9/9/2024 1:17:20 PM

Sent: 9/4/2024 4:50:59 PM

Viewed: 9/5/2024 8:37:54 PM

Signed: 9/5/2024 8:40:53 PM

Signed: 9/9/2024 1:17:41 PM

Stanley Wilson

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

Sent: 9/9/2024 1:17:44 PM Viewed: 9/9/2024 1:36:27 PM

Signed: 9/9/2024 1:36:30 PM

**Signer Events** Signature **Timestamp Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 9/9/2024 1:36:34 PM Lauren Hansford Completed lauren.hansford@fultoncountyga.gov Resent: 9/13/2024 6:48:10 PM Security Level: Email, Account Authentication Viewed: 9/17/2024 10:29:21 AM Using IP Address: 24.99.91.51 (None) Signed: 9/17/2024 10:30:55 AM **Electronic Record and Signature Disclosure:** Accepted: 9/17/2024 10:29:21 AM ID: f096a63d-3a6b-46ea-b635-4692912c0de2 **David Lowman** Sent: 9/17/2024 10:30:59 AM David Lowman Viewed: 9/17/2024 10:32:01 AM David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication Signed: 9/17/2024 10:33:58 AM (None) Signature Adoption: Pre-selected Style Using IP Address: 47.36.19.90 **Electronic Record and Signature Disclosure:** Accepted: 9/17/2024 10:32:01 AM ID: 6764e3f6-1de0-4f6e-a3db-33c344a7214c Nikki Peterson Sent: 9/17/2024 10:34:01 AM Completed nikki.peterson@fultoncountyga.gov Viewed: 9/19/2024 1:25:00 PM Chief Deputy Clerk to the Board of Commissioners Signed: 9/19/2024 1:26:02 PM Using IP Address: 68.208.197.4 **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 DocuSigned by: Sent: 9/19/2024 1:26:05 PM Robert L. Pitts michael.oconnor@fultoncountyga.gov Viewed: 9/19/2024 1:47:37 PM Security Level: Email, Account Authentication Signed: 9/19/2024 1:47:45 PM (None) Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4 **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Tonya R. Grier Sent: 9/19/2024 1:47:48 PM Tonya K. Grier tonya.grier@fultoncountyga.gov Viewed: 9/19/2024 5:08:10 PM Signed: 9/19/2024 5:08:19 PM

Clerk to the Commission **Fulton County** 

Security Level: Email, Account Authentication (None)

EEC476C4837648D.

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

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

Accepted: 3/16/2018 10:54:59 AM

ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

**Signer Events Signature Timestamp** Mark Hawks3 Sent: 9/19/2024 5:08:23 PM Completed mark.hawks@fultoncountyga.gov Viewed: 9/19/2024 5:51:01 PM Chief Assistant Purchasing Agent Signed: 9/19/2024 5:51:07 PM Using IP Address: 45.20.200.178 Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign In Person Signer Events Signature **Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events** Status **Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Carbon Copy Events Status Timestamp** Atif Henderson Sent: 9/4/2024 2:08:51 PM COPIED Atif.Henderson@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Cherie Williams Sent: 9/4/2024 2:08:51 PM COPIED cherie.williams@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 9/4/2024 2:08:52 PM Carlos Thomas COPIED carlos.thomas@fultoncountyga.gov **Division Manager Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Sent: 9/19/2024 5:51:11 PM Dian DeVaughn COPIED dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign **Witness Events** Signature **Timestamp Notary Events** Signature **Timestamp Envelope Summary Events Status Timestamps** Hashed/Encrypted 9/4/2024 2:08:51 PM **Envelope Sent** Certified Delivered Security Checked 9/19/2024 5:51:01 PM

Envelope Summary Events	Status	Timestamps		
Signing Complete	Security Checked	9/19/2024 5:51:07 PM		
Completed	Security Checked	9/19/2024 5:51:11 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.

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

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