

**CONTRACT BETWEEN FULTON COUNTY, GEORGIA  
AND ATLANTA PARTNERSHIP OF BUSINESS AND EDUCATION, INC.**

**THIS CONTRACT** entered this 19th day of October 2023, is between FULTON COUNTY, a political subdivision of the state of Georgia (“Fulton County” or the “County”), and **ATLANTA PARTNERSHIP OF BUSINESS AND EDUCATION, INC. (“APBE”)**, a Georgia nonprofit corporation.

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and empowered under the laws of the State of Georgia to enter contracts for services with individuals, organizations, and institutions, for purely charitable reasons to include humanities and educational purposes, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

**WHEREAS**, Atlanta Partnership of Business and Education, Inc. (“APBE”) is dedicated to serving the students of Atlanta Public Schools (“APS”) by providing opportunities for the Atlanta community to become involved in public education; and

**WHEREAS**, APBE galvanizes and facilitates long and short-term partnerships with the goal of improving student achievement in APS as well as improving graduation rates and building the future workforce; and

**WHEREAS**, APBE also works to create partnerships between businesses and APS that enable volunteers to share their skills, talent and ideas directly with the school district to develop strategic solutions to district challenges; and

**WHEREAS** the Fulton County Department of Community Development strengthens people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates; and

**WHEREAS**, on January 18, 2023, the Fulton County Board of Commissioners approved a \$250,000 increase in the FY2023 Budget for the Department of Community Development to be allocated specifically to the APS; and

**WHEREAS**, APS subsequently requested that the \$250,000 allocation be awarded to APBE to be used for the benefit of APS; and

**WHEREAS**, on October 18, 2023, the Fulton County Board of Commissioners approved a name change to reflect that the award allocated to APS would be allocated to APBE instead; and

**WHEREAS**, APBE guarantees, by and through this Contract, that it shall expend the funds under this Contract for services provided to APS students in Fulton County that are consistent with its mission and deriving no profit to the organization, and on activities within Fulton County consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

## **1.0 STATEMENT OF WORK**

The County shall provide financial assistance in an amount not to exceed **\$250,000.00** to APBE to help provide operational resources for certain programs and service-related activities in Fulton County as further described in Attachment “A”.

## **2.0 COMPENSATION FOR SERVICES AND WORK**

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to APS per the terms and execution of this Contract is not to exceed Two Hundred Fifty Thousand Dollars (**\$250,000.00**). Such payment shall be made in one (1) lump sum after the full execution of this Contract provided that APBE agrees to submit the required invoices and documentation supporting the services performed for the monies expended to the Director of the Fulton County Department of Community Development by December 31, 2023, as required in Attachment “A,” Scope of Work. Two (2) copies of the documentation shall be included with the submission.

## **3.0 TERM OF CONTRACT**

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2023, unless otherwise terminated first by the County. APBE shall utilize the County’s funding only for services which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract.

## **4.0 IMPROPER EXPENDITURES**

Any item of expenditure by APBE under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of APBE, shall become APBE’s liability, to be paid by APBE from funds other than those provided by Fulton County under this Contract.

## **5.0 TERMINATION OF CONTRACT**

### **5.1 TERMINATION OF CONTRACT FOR CAUSE**

Either the County or APBE may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give seven (7) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have seven (7) days after receipt of service of the notice to correct the violation. If performance is not made, the Contract shall, upon expiration of said seven (7) days from the date notice is delivered, be suspended, or terminated without further notice. Notice of termination shall

be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service.

## **5.2 TERMINATION FOR CONVENIENCE OF THE COUNTY**

Notwithstanding any other provisions, the County may terminate this Contract for its convenience at any time by giving at least seven (7) days prior notice in writing (hand delivery or certified mail with receipt) to APBE.

## **6.0 RECORDS, REPORTS AND AUDITS**

The APBE shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County or its representative(s) and shall be retained for at least three (3) years after expiration of this Contract or completion of the program unless permission to destroy them is granted by the County. APBE's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules, and regulations.

## **7.0 INSPECTION OF FILES AND RECORDS**

Fulton County shall at all reasonable times have access to the pertinent offices and books and records of APBE for inspection of the activities performed and expenses incurred under this Contract.

## **8.0 PUBLICITY**

Any favorable publicity put out by APBE, given to the services provided in Attachment "A" following the execution of this Contract must identify Fulton County prominently as a sponsoring agency. Specifically, in all publications referencing the services funded under this Contract, APBE agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

APBE shall not make any purported assignment of this Contract, any part thereof, or the funds, or delegate the duties herewith without prior written consent of the County.

## **10.0 CONFLICT OF INTEREST**

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the County-assisted activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities covered by this Contract, may obtain a personal or financial interest or benefit in any contract, subcontract with

respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

## **11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION**

APBE shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act, as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; the American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit/discriminate on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Contract.

## **12.0 HOLD HARMLESS/ INDEMNIFICATION**

APBE hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of APBE, its agents, employees, officers and directors. Further, to the extent allowable by law, APBE does also hereby agree to release, indemnify, defend, and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by APBE's agents and employees, without regard to negligence. APBE's liability for indemnification pursuant to this paragraph shall be limited to \$1,000,000.00. The language of this indemnification clause shall survive the termination of this Contract.

## **13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

This Contract constitutes the entire arrangement between the County and APBE, and there are no further written or oral contracts with respect thereto. No variation or modification of this Contract and no waiver of its provisions shall be valid unless in writing, approved by the Board of Commissioners, and signed by County and APBE's duly authorized representatives.

Further, in the event of any material change or modification in APBE's Contract or any contract with any other funding source during the course of this Contract, APBE shall immediately notify the Director of the Department of Community Development of such change. Nothing herein shall preclude APBE from pursuing contracts with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

## **14.0 GOVERNING LAW**

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

IN WITNESS WHEREOF, each party attests that the individual(s) executing the Contract on its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this,

The 19<sup>th</sup> \_\_\_ day of October, 2023.

**Atlanta Partnership of Business and Education, Inc.**

Attest:

*Joi H. Hunter*

Joi Hunter  
Executive Director

*Victoria O. Forbes-Roberts*

(Signature)

*Victoria O. Forbes-Roberts*

Name (Typed or Printed)

Title *Chair, APFE*

(Seal)

**Fulton County, Georgia**

Attest:

Robert L. Pitts, Chair  
Board of Commissioners

Tonya Grier,  
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

Stanley Wilson, Director  
Department of Community Development

Office of the County Attorney

## **ATTACHMENT “A” SCOPE OF WORK**

### **ATLANTA PARTNERSHIP OF BUSINESS AND EDUCATION, INC.**

In consideration of the not to exceed amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) allocated to APBE on behalf of APS as part of the Fulton County Community Development Department’s FY2023 Budget, APBE agrees to perform services and provide the following information.

APBE will use the generous \$250,000.00 to support three critical priorities supporting efforts around the 150th anniversary—whole child intervention, college and career readiness, and signature district-wide events. Funds will be essential for continuing the momentum of this impactful work during this milestone year and allow APS to scale beyond 2023.

1. Whole Child Intervention
  - Teaching and learning enrichment
  - Unrestricted financial support to high-need schools
  - Social/Emotional Learning (mental and behavioral health resources)
2. College and Career Readiness
  - College and career pathways through field trips, career days and tutor sessions
  - Support for mentorship and tutoring programs
  - Career preparation, including resume and interview prep
3. APS has several upcoming signature events to support efforts around the 150th anniversary:
  - APS 150th Back-to-School Bash
  - APS 150th ~~Gala~~ Celebration and Communications
  - APS Scholarships