



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

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

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2024, BOC#24-0350**.

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

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ARTICLE I - PARTIES AND TERM:

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

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

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

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

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Disabilities

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

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

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Catalyst Sports, Inc., Increasing Access to Adaptive Sports for Fulton County Residents Who Live with Disabilities will provide services at the following locations at specified times during the contract period of **01/01/2024** through **12/31/2024**:

Service Delivery Site(s):

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
Big Creek Greenway	1600 Old Alabama Rd	Roswell	GA	30076	1	1,2,3,4,5,6
Adaptive Road Biking at the Beltline	2020 Howell Mill Road NW Suite D560	Atlanta	GA	30318	3	1,2,3,4,5,6

Approach and Design:

Catalyst Sports, Inc., Increasing Access to Adaptive Sports for Fulton County Residents Who Live with Disabilities will provide services to **40** clients that reside in Fulton County, with CCSP funding.

Catalyst Sports, Inc., will provide the following activities and services in Fulton County with CCSP funding:

(I am sorry about the formatting on this form. I tried to fix it, but I couldn't get it to align properly.)

The support of Fulton County will enable Catalyst Sports to increase access to adaptive cycling adventure for Fulton County residents who live with disabilities. CCSP funding will be used to expand our greenway cycling program and implement our Race Ready program.

Your support will directly impact on our ability to improve the health and wellness of people living with disabilities. In fact, we will impact on the four areas which we have identified to be the heart of our work and at the core of living a happy, healthy and high quality life. These include:

- Developing community (belonging)
- Improved Self-Confidence
- Increased Self-Esteem
- Improved Physical Health

These impact areas align with the CSP Disabilities funding priorities:

1. Early intervention (0-5) services and training for children with cognitive and physical disabilities;
Developing a foundation for youth (0-24) with disabilities
2. Programs which promote wellness for the special needs of Persons with Disabilities exclusive of their specific disability.

Timeline to Address how the Activities and Services will be Accomplished

Project Period: January 1 – December 31, 2024

Anticipated Award Notification: May – June

Target Population: Fulton County residents living with disabilities, their family members, and caregivers.

May to June 2024

Project Planning and Outreach

1. Catalyst Sports will order adaptive bikes (as described in the budget).
 1. Benchmark: Equipment ordered.
2. Catalyst Sports will develop/refine outreach materials to focus on Fulton County resident engagement.
 1. Benchmark: Communication, outreach, and marketing materials developed.

3. Catalyst Sports will outreach to and engage key partners and work with them to identify target population, develop marketing and outreach strategies, communication materials, etc.

1. Atlanta VA

2. Shepherd Center

3. Children's Health Care of Atlanta

4. Veterans Organizations

1. Team Red, White, and Blue;

2. Wounded Warrior Project;

3. Paralyzed Veterans of America.

5. Bearings Bike Works

6. Other partners to be determined (Catalyst Sports places effort into partnership building)

1. Benchmark: Partners engaged and prepared to implement.

4. The Catalyst Sports staff will use our database to research and outreach to prior program participants who meet target population criteria.

1. Benchmark: Catalyst Sports will outreach to prior program participants who meet criteria are identified.

5. Engage volunteers and staff.

1. Conduct outreach and provide training

2. Ensure all program dates have ample staff and trained volunteers.

6. Develop program schedule and socialize on website, social media, with partners, etc.

1. Road bike program at the Beltline

1. This represents an expansion program (expands our current cycling program where we ride on the Silver Comet Trail). We will expand the program to the Beltline. Schedule monthly rides July through fall (adjust frequency as we build momentum).

2. Race Ready Program (spring) - Planning and Implementation

April - May 2024

Our 2024 Race Ready Program is held in the spring and again in the fall. We train and prepare adaptive cyclists to participate in community races. We started training in spring and are participating in a race scheduled for May 27, 2024. The three month training program includes coaching, development of a training plan tailored to individual goals, scheduled practice rides, provision of an adaptive bike and related equipment, and the race entry

fee. Practice rides occur weekly on the Big Creek Greenway. We meet at the Big Creek Park each week. This program is free to participants and available to anyone living with a physical disability and their caregivers – historically, this program draws residents of Fulton County and neighboring communities.

Program activities include planning, implementation, and evaluation.

June – November 2024

Cycling Program Implementation

- 1. Implement road bike program at the Beltline - hold monthly rides**
 - 1. Benchmark: Road bike program implemented with fidelity**
- 2. Continue to outreach and engagement through:**
 - 1. Social media, email distribution lists**
 - 2. Partners and rehabilitation clinics**
 - 3. Benchmark: Target population is aware.**
 - 4. Program evaluation**
 - 1. Conduct post program surveys to gather feedback from participants, family members, and caregivers.**
 - 2. Query staff, volunteers, and partners for strengths and opportunities to improve.**
 - 3. Benchmark: Use evaluation results to improve the program.**

Race Ready Program (fall)

July - October 2024

Plan, implement, and evaluate our fall Race Ready Program. We train and prepare adaptive cyclists to participate in community races. We will start training in July and will participate in a race (TBD) fall Sept - October. The three month training program includes coaching, development of a training plan tailored to individual goals, scheduled practice rides, provision of an adaptive bike and related equipment, and the race entry fee. Practice rides occur weekly on the Big Creek Greenway. We meet at the Big Creek Park each week. This program is free to participants and available to anyone living with a physical disability and their caregivers – historically, this program draws residents of Fulton County and neighboring communities.

December 2024 – January 2025

Final Evaluation and Reporting

- 1. Catalyst Sports will pull data from database, evaluate program including output and outcome measures, and finalize grant reporting.**

2. Benchmarks:

1. Fulton County residents living with disabilities will have access to outdoor sports adventure that improve health-related outcomes and/or other quality of life measures.
2. Program evaluation measures success and identifies lessons learned.
3. Grant reporting is completed.

Health and Human Services KPIs

Our programming aligns with these Health and Human Services KPIs:

1. Number of residents with a co-morbidity
2. Number of residents who have access to home and community based services for seniors and people with disabilities
3. Number of people who receive permanent supporting housing and support services

With your generous support, we will have the resources needed to not only host our scheduled Fulton County events but expand them, increasing access to outdoor adaptive sports adventure for residents living with disabilities. Your support will be used to purchase needed equipment, support program staff, and increase marketing and communication efforts required to recruit and train more volunteers; and increase outreach to potential community partners, which serve as referral sources - **resulting in more people with disabilities aware of and participating in our programming.**

Designation of CSP Funds:

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

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

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

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

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

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

Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	\$1,190.00
Operational	\$0.00
Direct Services	\$23,810.00
<i>Total</i>	\$25,000.00

Explanation of Funding Details:

Catalyst Sports respectfully requests \$25,000

Direct service personnel: \$9,000

Personnel costs required to deliver direct services.

Director of Programs - \$3000

Cycling Program Staff - \$3000

Mechanic - \$3000

Cycling Program Marketing/Outreach Costs: \$2,550

Develop and deploy a marketing and engagement strategy to target Fulton County residents living with disabilities. Will include a targeted engagement approach through:

- Partner outreach and engagement – (outreach, engage, and build referrals with various partners including rehabilitation clinics, organizations that serve people living with disabilities, and bike shops, etc.)
- Notification to participants in our database
- Social media messaging

Cycling Program Expansion Expense: \$12,260

Includes two youth recumbent adaptive bikes, insurance, gas, parts and maintenance, Race Ready entry fees. .

See detail below (formatting is off a bit, I couldn't fix it – sorry!)

Direct Service Expenditures			
Direct Service Personnel	Cost	Units	Total
Program Director	\$250.00	12	\$3,000.00
Cycling Program Staff	\$250.00	12	\$3,000.00
Mechanic	\$250.00	12	\$3,000.00
Subtotal			\$9,000.00
Marketing/Outreach	Cost	Units	Total
Marketing Materials	\$500.00	3	\$750.00
Communications Support	\$150.00	12	\$1,800.00
Subtotal			\$2,550.00
Cycling Program			
Hase Recumbent trike (youth)	\$5,280.00	2	\$10,560.00
Insurance (Truck/Trailer/Bikes)	\$500.00	1	\$500.00
Gas (truck and trailer to transport bikes)	\$500.00	1	\$200.00
Parts and maintenance	\$500.00	1	\$500.00
Race Ready Entry Fees	\$50.00	10	\$500.00
Subtotal			\$12,260.00
Direct Service Expenditures Total			\$23,810.00
Administrative Budget (5%)	\$1,190.50		\$1,190.00
Grand Total			\$25,000.00

Program Performance Measures:

Catalyst Sports, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Not Applicable

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

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

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

The program measures/Key Performance Indicators (KPIs) that Catalyst Sports will use to track and report program outcomes include these three County defined performance measures.

1. Number of persons with disabilities included in programs due to increased accessibility, physical environment, transportation, housing, alternative communications.
2. Number of persons with disabilities who can focus on overall wellness, including better management of their disability.
3. Number of caregivers who received support.

Catalyst Sports has the evaluation methodology in place to track and report on these measures. However, we historically, have not asked participants for their county of residence. We will implement that field change in our CRM system so we can easily track Fulton County residents to accommodate Fulton County grant reporting.

Agency Defined Performance Measure(s):

All Catalyst Sports programs have a defined evaluation framework that allows us to measure meaningful impact data. To assess the success of our adaptive sports programming, we use a variety of output and outcome indicators. During registration, NEON, our CRM system gathers pertinent demographic information from our community, which guides our outreach strategy. Post-program surveys are reviewed to analyze the success of our programs and the immediate impact of our efforts in the Catalyst community. These surveys evaluate several factors including adversity, self-esteem, sense of belonging, and physical health.

Our evaluation methodology is tied to our logic model and corresponding survey that segregates participants into two groups: first time participants and return participants. This is to ensure that we capture data most relevant to each cohort. For first time participants, we seek to understand their current recreational and movement in order to further advocate for adaptive programming in their respective community. For return participants, the survey seeks to understand the frequency with which they attend our events and how inclusive the community feels to them. In both cohorts, they receive questions about overall satisfaction with the program.

There are two major markers of success in our program. The first is overall satisfaction for first-time participants. Preventative care is important with the CDC reporting that 43% (nearly half!) of adults living with disabilities get no aerobic physical activity. Many of our first-time participants carry the belief that due to their disability, they are unable to ride. Our supportive and trained volunteers and fellow adaptive riders quickly dispel this belief. We gain great pride watching first timers move from fear to euphoria while riding. The second marker of success is the number of participants who return to our sports programs and/or join our online community. We believe that having a support system increases participants' overall wellbeing and outlook on life. For every one rider, two people are also impacted as their caregivers and loved ones also receive support from Catalyst Sports.

The post-implementation survey measures quality of life indicators, consisting of a brief 14-item (mainly Likert-scale) questionnaire and the option to submit qualitative data (aka impact stories) that will be used for overall program improvement. Survey data measures the immediate impact of the participant's experience and overall progress from start to completion of the ride. Data from the survey is triangulated with demographic information from our CRM system and focus groups discussions with volunteers to determine the program's strengths and flaws. Program shortcomings and opportunities for growth will be identified using the results from both quantitative and qualitative data collection approaches. Our agency defined performance measures include:

Program Outputs:

1. # of partners that refer participants to our programs

2. # of events hosted by type (i.e., Race Ready or Cycling Program)
3. # of people living with disabilities who participate in our programs, by program type (i.e., Race Ready or Cycling Program)
4. # of caregivers/family members who participate, by program type (i.e., Race Ready or Cycling Program)

Program Outcomes:

1. Increased social connectedness
2. Increased self-confidence
3. Increased self-esteem
4. Improved physical health and wellbeing

At Catalyst Sports, we rely on qualitative data as well as quantitative. Our evaluation tools regularly gather feedback and input from participants and volunteers that is used to inform our programming. Below is a sample of recent feedback.

- One mom said, *“For an early-elementary child, playgrounds are everything when it comes to interacting with peers. However, for children with cerebral palsy, playgrounds are a nightmare. Participating in Catalyst Sports’ rock climbing and mountain biking events has helped our daughter’s gait, speed, and climbing ability so that she can keep up with her peers and actually participate in social activities instead of resigning herself to being an observer in life.”*
- Another participant saw a side of themselves that they didn’t know existed, *“I never imagined I would be able to walk up a hill, never mind summit a rock face. The whole group supported me, and I pushed myself and actually made it to the top! It feels so good.”*
- Yet another had a similar experience of reaching beyond his ability, *“I have Spina Bifida and never thought I would be in the middle of the woods riding one of those bikes. It was one of the best moments of my life. I had a blast!”*
- A VetsClimb participant said – *“VetsClimb has completely changed my life. It has been the vehicle that has opened up a new world, not just for me but my wife as well. It’s the one thing that I can find peace of mind with and the community that comes with it has been a game changer.”*

Through these programs, participants with disabilities are empowered to discover their strength and abilities and everyone discovers that we all play a part in our collective successes.

A recent volunteer put it this way, *“I started volunteering with Catalyst to make a difference to others, but I never realized the impact it would have on me. I might be holding the rope or giving a push up but, the people I work with give me so much joy and inspiration. It’s awesome! - Laurie (volunteer)”*

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in **2024 Consolidated Community Services Program 24RFP013124C-MH**.
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgment: **"Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."**

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

Reporting

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

7. Contractor will be required to submit completed performance reports (with deadlines of **(July 12, 2024, and January 10, 2025)**) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.

8. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.

9. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Community Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with CCSP funding may result in reimbursement of CCSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.

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

Expenditure of Funds

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

12. Community Services Program funds must be expended by December 31st of the contract year. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor's failure to adhere to this requirement will result in one or

more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

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

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

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

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

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

ARTICLE IV - RECORD KEEPING

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

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

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 12, 2024 for the period January 1, 2024-June 30, 2024; and January 10, 2025 for the period July 1, 2024-December 31, 2024.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Department of Community Development
c/o: Youth and Community Services Division
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Catalyst Sports, Inc.
2020 Howell Mill Road NW, Suite D560
Atlanta, Georgia 30318**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **01/01/2024**, and shall terminate on **12/31/2024**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding

termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

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

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

Contractor acknowledges that **Catalyst Sports, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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

ARTICLE VIII - INSURANCE

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

ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County's and Contractor's duly authorized representatives.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers’ representative of the Contractor’s commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

2149505

EEV/Basic Pilot Program* User Identification Number

Catalyst Sports, Inc.

Name of Contractor (Agency)

[Signature]

BY: Authorized Signature of Officer or Agent of Contractor

Program Director

Title of Authorized Officer or Agent of Contractor of Contractor

Gillian Sharp

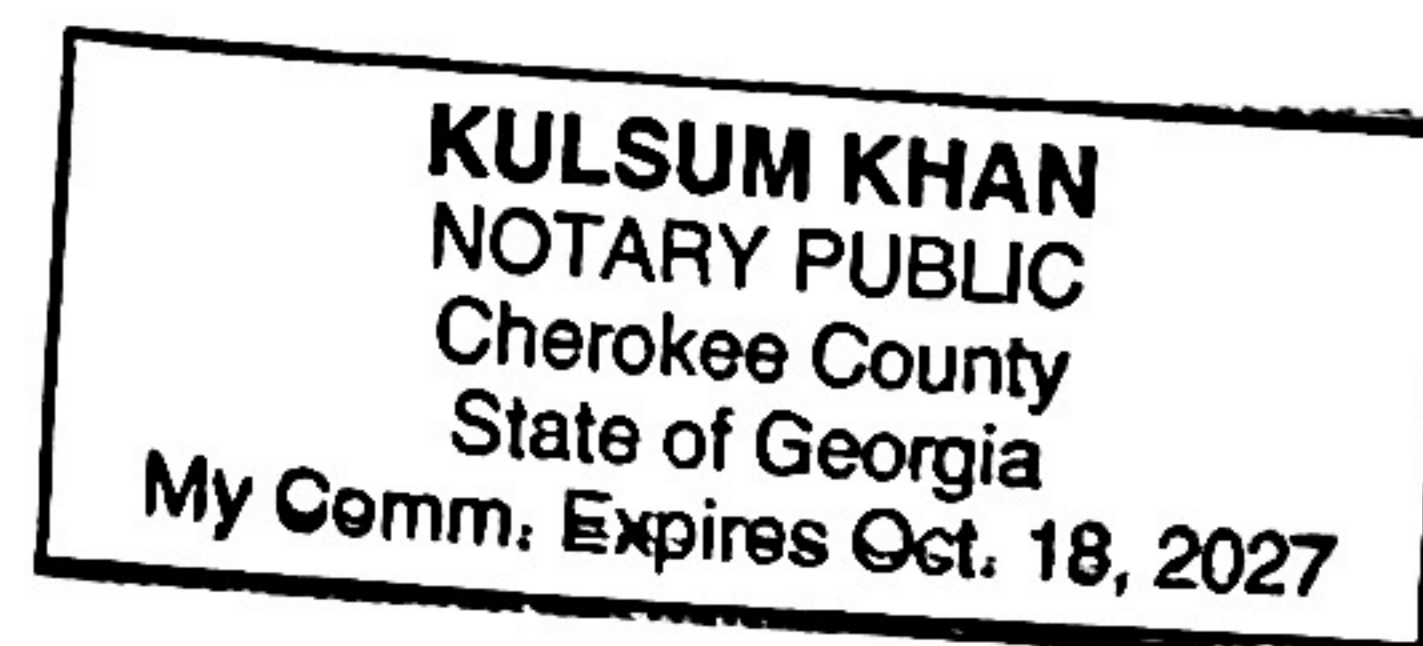
Printed Name of Authorized Officer or Agent of Contractor

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

Notary Public: Kulsum Khan KULSUM KHAN

County: Cherokee

Commission Expires: OCT. 18, 2027



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

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

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)] Catalyst Sports, 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.

N/A

EEV/Basic Pilot Program* User Identification Number of Subcontractor

N/A

Name of Subcontractor (Individual/Agency)

N/A

BY: Authorized Signature Officer or Agent of Subcontractor

N/A

Title of Authorized Officer or Agent of Subcontractor

N/A

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	CONTACT NAME: Nichole Ellis PHONE (A/C, No, Ext): (770) 551-3270 FAX (A/C, No): (770) 551-3289 E-MAIL ADDRESS: nichole@hains.com <table style="width: 100%;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Markel</td> <td></td> </tr> <tr> <td>INSURER B: Carolina Casualty</td> <td>car</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Markel		INSURER B: Carolina Casualty	car	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Catalyst Sports Inc 2020 Howell Mill Rd NW Suite D560 Atlanta GA 30318															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			3602AH008292-10	04/03/2024	04/03/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							Sexual Abuse Aggregate \$ 2,000,000
	AUTOMOBILE LIABILITY			3602AH008292-10	04/03/2024	04/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers			DCP-1746100-P6	04/03/2024	04/03/2025	Limit 1,000,000 Deductible 1,000

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

CERTIFICATE HOLDER**CANCELLATION**
 Fulton County Government
 141 Pryor St SW

Atlanta

GA 30303

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2024

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PRODUCER AMSkier Agency 209 Main Avenue Hawley, PA 18428	CONTACT NAME: PHONE (A/C, No, Ext): (570) 226-4571		FAX (A/C, No): (570) 226-1105
	E-MAIL ADDRESS: amskier@amskier.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : US Liability Insurance Company		25895M
INSURED Catalyst Sports Inc 2020 Howell Mill Rd NW Ste D560 Atlanta, GA 30318--1732	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CUP1577602	7/17/2024	7/17/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2024

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PRODUCER Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	CONTACT NAME: Nichole Ellis PHONE (A/C, No, Ext): (770) 551-3270 FAX (A/C, No): (770) 551-3289 E-MAIL ADDRESS: nichole@hains.com INSURER(S) AFFORDING COVERAGE INSURER A: Markel INSURER B: Carolina Casualty INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Catalyst Sports Inc 2020 Howell Mill Rd NW Suite D560 Atlanta GA 30318	NAIC # car

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

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			3602AH008292-10	04/03/2024	04/03/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 3,000,000
	AUTOMOBILE LIABILITY			3602AH008292-10	04/03/2024	04/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers			DCP-1746100-P6	04/03/2024	04/03/2025	Limit 1,000,000 Deductible 1,000

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CERTIFICATE HOLDER**CANCELLATION**
 Fulton County Government
 141 Pryor St SW

Atlanta

GA 30303

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

AUTHORIZED REPRESENTATIVE

From: [Eric Gray](#)
To: [Laura Eiklenborg](#)
Subject: Fwd: Catalyst Sports Waiver Request= APPROVED
Date: Monday, July 1, 2024 9:55:06 AM

----- Forwarded message -----

From: **Everhart, Tawanda** <Tawanda.Everhart@fultoncountyga.gov>
Date: Fri, Jun 28, 2024 at 8:11 PM
Subject: Fwd: Catalyst Sports Waiver Request= APPROVED
To: Eric Gray <grants@catalystsports.org>

Mr. Gray:

Your waiver for worker's compensation was approved. Please include this email of approval along with your waiver request letter and the updated COI as one document and upload this into the Webgrants supporting documentation.

Thanks



Tawanda Everhart, CPM®
District Administrator

Youth and Community Services Division | Department of
Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303
404-612-7106 (office) | 404-612-3581 (efax)

Connect with Fulton County:

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [FGTV](#) | [#OneFulton](#)
[E-News](#)

[Content of Letter](#)

Re: Worker's Compensation/Employer's Liability Insurance Exception

Dear Fulton County Department of Community Development:

Thank you for selecting Catalyst Sports as an awardee of the 2024 Consolidated Community Services Grant Program (CCSP). We are honored to partner with Fulton County to increase adaptive sports for residents living with disabilities.

Regarding the requirement for Workers Compensation/Employer's Liability Insurance, due to the fact that Catalyst Sports has two Georgia-based employees, we are exempt from the requirement. Though we are in the process of working with our insurance broker to add Workers Compensation Liability Insurance. As an organization that serves twelve cities across the southeast, we have non-Georgia based employees based across the geographic area we serve. We extend our workforce with a dedicated corps of trained volunteers.

We are humbled by the work we do and are grateful for your support. We look forward to working with you to increase access to adaptive sports and adventure for Fulton County residents living with disabilities.

If you have any questions, you may reach me at (404) 788-7912 or ericg@catalystsports.org.

Sincerely,

Eric Gray

Founder & Executive Director

Catalyst Sports

Thank you!

Cherie Williams

Program Manager

Youth and Community Services Division | Department of Community Development

404-612-5348 (office) | 404-612-1109 (efax)

Connect with Fulton County:

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [FGTV](#) | [#OneFulton E-News](#)

From: Everhart, Tawanda <Tawanda.Everhart@fultoncountyga.gov>

Sent: Wednesday, June 26, 2024 9:25 AM

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

Subject: Catalyst Sports Waiver Request

Please review the Waiver Request.

Thanks



Tawanda Everhart, CPM®

Grant Administrator

Youth and Community Services
Division | Department of
Community Development

137 Peachtree Street, SW,
Atlanta | Georgia 30303

404-406-4003 (office) | 404-612-
3581 (efax)

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From: Eric Gray <grants@catalystsports.org>

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **Catalyst Sports, Inc.**

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

DocuSigned by: Name of Signatory: Gillian Sharp
Gillian Sharp
4E37D5292A75492... Title of Signatory: Program Operations Director
Authorized Signature

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
FEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

Signed by: Name of 2nd Signatory: **Eric Gray**
Eric Gray
4E37D5292A75492... Title of 2nd Signatory: **Executive Director**
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

Please select RM or 2ND RM from the checkbox

RM

X 2ND RM

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

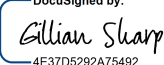
Certificate Of Completion

Envelope Id: A4CBCE4D61F4453E9A4A18D903AB7E3D		Status: Completed
Subject: Please DocuSign: 2024 CCSP Contract-Catalyst Sports, Inc.-BOC Agenda#24-0350		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 33	Signatures: 6	Envelope Originator:
Certificate Pages: 7	Initials: 0	Cherie Williams
AutoNav: Enabled	Stamps: 1	141 Pryor Street
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		Cherie.Williams@fultoncountyga.gov
		IP Address: 136.55.230.223

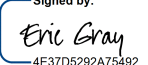
Record Tracking

Status: Original	Holder: Cherie Williams	Location: DocuSign
7/24/2024 5:28:28 PM	Cherie.Williams@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Gillian Sharp	<div>DocuSigned by:  4E37D5292A75492...</div>	Sent: 8/1/2024 4:12:36 PM
grants@catalystsports.org		Viewed: 8/2/2024 8:48:24 AM
Security Level: Email, Account Authentication (None)		Signed: 8/2/2024 8:53:20 AM
	Signature Adoption: Pre-selected Style Using IP Address: 76.145.231.138	

Electronic Record and Signature Disclosure:
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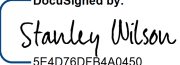
Eric Gray	<div>Signed by:  4E37D5292A75492...</div>	Sent: 8/2/2024 8:53:23 AM
grants@catalystsports.org		Resent: 8/8/2024 6:22:33 PM
Security Level: Email, Account Authentication (None)		Resent: 8/13/2024 12:55:21 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.140.105.49	
		Viewed: 8/15/2024 11:48:10 AM
		Signed: 8/15/2024 11:49:07 AM

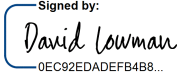
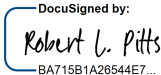
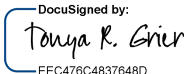

Electronic Record and Signature Disclosure:
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ID: 346fa711-7bfb-4a1b-bc4f-8d3873b666f8

Mark Hawks2	<div>Completed</div>	Sent: 8/15/2024 11:49:10 AM
mark.hawks@fultoncountyga.gov		Viewed: 8/15/2024 12:10:23 PM
Chief Assistant Purchasing Agent		Signed: 8/15/2024 12:10:50 PM
Purchasing and Contract Compliance	Using IP Address: 45.20.200.178	

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stanley Wilson	<div>DocuSigned by:  5E4D78DFB4A0450...</div>	Sent: 8/15/2024 12:10:53 PM
Stanley.Wilson@fultoncountyga.gov		Viewed: 8/15/2024 12:48:15 PM
Director		Signed: 8/15/2024 12:48:23 PM
Stanley Wilson	Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	
Security Level: Email, Account Authentication (None)		

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 174.254.53.159	Sent: 8/15/2024 12:48:25 PM Viewed: 8/15/2024 1:21:04 PM Signed: 8/15/2024 1:23:37 PM
Electronic Record and Signature Disclosure: Accepted: 8/15/2024 1:21:04 PM ID: 45a30baa-364f-45cf-8362-abb60e896384		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Signed by:  <small>0EC92EDADEFB4B8...</small> Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4	Sent: 8/15/2024 1:23:40 PM Viewed: 8/15/2024 1:24:45 PM Signed: 8/15/2024 1:33:52 PM
Electronic Record and Signature Disclosure: Accepted: 8/15/2024 1:24:45 PM ID: 65dae743-9e1c-4a54-bb36-2d694aa597fc		
Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	Completed Using IP Address: 68.208.197.4	Sent: 8/15/2024 1:33:55 PM Viewed: 8/15/2024 2:07:33 PM Signed: 8/15/2024 2:09:12 PM
Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts michael.oconnor@fultoncountyga.gov Security Level: Email, Account Authentication (None)	DocuSigned by:  <small>BA715B1A26544E7...</small> Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 8/15/2024 2:09:16 PM Viewed: 8/15/2024 2:42:11 PM Signed: 8/15/2024 2:42:22 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tonya R. Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)	DocuSigned by:  <small>EEC476C4837648D...</small>  Signature Adoption: Pre-selected Style Using IP Address: 99.96.24.191	Sent: 8/15/2024 2:42:25 PM Viewed: 8/15/2024 2:48:21 PM Signed: 8/15/2024 2:48:33 PM
Electronic Record and Signature Disclosure: Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		

Signer Events	Signature	Timestamp
Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 45.20.200.178	Sent: 8/15/2024 2:48:38 PM Viewed: 8/16/2024 12:16:22 PM Signed: 8/16/2024 12:16:27 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Atif Henderson Atif.Henderson@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/1/2024 4:12:35 PM Viewed: 8/1/2024 4:58:40 PM
Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/1/2024 4:12:35 PM Resent: 8/16/2024 12:16:35 PM
Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/1/2024 4:12:36 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/16/2024 12:16:30 PM Viewed: 8/16/2024 3:02:09 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/1/2024 4:12:35 PM
Certified Delivered	Security Checked	8/16/2024 12:16:22 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	8/16/2024 12:16:27 PM
Completed	Security Checked	8/16/2024 12:16:31 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
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Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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