



21st CENTURY LEADERS
CONTENT PARTNERSHIP AGREEMENT

This Program and Content Partnership Agreement ("Agreement") is entered into as of the date of execution "Commencement Date"), in the amount of \$156,890, by and between **Fulton County, Georgia** ("County") and **21st Century Leaders, Inc.**, a nonprofit corporation organized and existing under the laws of the State of Georgia and having a principal place of business at 115 New Street, Suite B, Decatur, GA 30030 ("21CL").

1. Platform and Content

21CL provides high school aged students and other youth ("Students") use of its *Leadership Connect*[®] learning and training software platform and associated leadership curriculum content (the "Platform"). County may provide custom educational content (the "Content") and may enroll its Students to use the Platform following 21CL's processes, guidelines, and documentation. The attached Schedule A identifies specifically what platform enrollments, services, and content 21CL and County will provide to each other and to the Students using the Platform and any Content ("Services").

2. Payment for Services

Any fees related to this Agreement, whether for enrolling Students with the Platform, for marketing purposes, or any other Services are also identified in the attached Schedule A. 21CL and the County shall cover their own out-of-pocket expenses, taxes, and any other fees incurred related to the Platform, Content, or Services. Mutually agreed upon methods, timing, and processes for payment of fees are also identified in Schedule A.

3. Intellectual Property

a. *21CL Platform License*. To the extent Platform enrollments are included in the Services and available from 21CL's web software platform vendor, 21CL hereby grants the County's Students a limited, non-transferable, non-exclusive, fee-based license to use the Platform, including any curriculum content provided by 21CL with the Platform, during the Term solely for the purpose of teaching the County's Students about leadership in support of 21CL's mission of developing high school aged students into future leaders. 21CL reserves all other rights in the Platform. County may not share access to the Platform or any waiver/enrollment codes with other organizations, including affiliate or other County organizations without prior written approval from 21CL. Platform use is subject to review by 21CL, and County shall be responsible for any use or misuse of the Platform arising from enrollments connected to County. County must comply with all applicable data and personal privacy laws and regulations related to any personal information obtained from its use of the Platform. 21CL reserves all other rights in the Platform.

4. Term

- a. *Commencement and Renewal.* This Agreement shall commence on the Effective Date set forth above and, unless earlier terminated pursuant to this Agreement, shall be in effect August 1, 2023 and shall automatically renew on January 1, 2024 and continue through July 31, 2024 Total contract award is \$156,890 for the initial term and the renewal unless terminated by either party upon no less than thirty (30) days of notice with or without cause, except that 21CL may suspend access to the Platform or terminate this Agreement immediately upon non-payment by County.
- b. *Statutory term language.* The parties intend that this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and if this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

5. Confidential Information

a. *Non-Disclosure.* Each party agrees not to use, disclose, sell, license, publish, reproduce, or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section.

b. *Definition.* "Confidential Information" means a party's information, not generally known by non-party personnel, used by the party and which is proprietary to the party or the disclosure of which would be detrimental to the party. Confidential Information includes, but is not limited to, the following types of information (whether reduced to writing or designated as confidential): (i) pricing, information, and content developments resulting from or related to Services; (ii) the Platform software and curriculum; (iii) a party's strategic and financial information and other business plans; (iv) proprietary processes and materials; and (iv) this Agreement.

6. Indemnification

21CL 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 21CL, 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 21CL from bringing suit against the County for breach of the terms of this Agreement.

7. Limitation of Liability and Warranty

a. *Limitation of Liability.* Neither party shall be liable to the other party for losses that are not reasonably foreseeable or for special, punitive, exemplary, consequential or indirect losses, in each case, of any kind whatsoever suffered or incurred by the other party whether in contract, negligence or any other tort, under statute or otherwise that arise under, or in connection with, this Agreement and the maximum liability for either party shall be two times the total amount paid or

owed by County hereunder, except for damages arising from willful or grossly negligent act or omission by either party.

b. *21CL Warranties.* 21CL shall provide the Services in a professional manner and will provide the Platform in substantial accordance with its documentation. 21CL warrants and represents to County that it owns sufficient rights in the Platform to provide the license herein and that the Platform will not violate or in any way infringe upon the rights of third parties, including publicity, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights. EXCEPT AS EXPRESSLY STATED HEREIN, 21CL PROVIDES THE PLATFORM ON AN “AS-IS” AND “AS-AVAILABLE” BASIS AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

c. *County Warranties.* County warrants and represents to 21CL that it owns sufficient rights in the Content to provide the license herein and that the Content will not violate or in any way infringe upon the rights of third parties, including publicity, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights.

8. Other Provisions

a. *Status as Independent Consultants.* 21CL and County are consultants independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or legal partnership, and neither party has the authority to bind the other to any third party.

b. *Applicable Law and Forum.* This Agreement shall be governed and construed in accordance with the laws of the State of Georgia without regard to the conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought in the state or federal courts sitting in Georgia.

c. *Notices.* Any notice or other communication required or permitted under this Agreement shall be given in writing and delivered by hand or by registered or certified mail, postage prepaid and return receipt requested, or by email when not receiving a misdirection response email, to the addresses identified herein, if not otherwise notified by the receiving party. 21CL's notice email address shall be info@21stcenturyleaders.org.

d. *Waiver.* No waiver by either party of any breach of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

e. *Entire Agreement.* This Agreement, including Schedule A, constitutes the entire agreement between the parties.

f. *Modifications.* No modification of this Agreement shall be effective unless in writing and signed by both parties.

g. *Severability.* If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

h. *Assignment.* County may not assign or subcontract the whole or any part of this Agreement without 21CL's prior written consent. Any such assignment document without 21CL consent shall be void.

The parties hereto have read and understood each and every provision hereof and the parties have executed this Agreement on the date first set forth above.

****Signatures on the following page****

SCHEDULE A: SCOPE OF SERVICES

Fulton County, Georgia, on behalf of the Department of Community Development, at 137 Peachtree Street SW, Atlanta GA, will enter into a contractual agreement with 21st Century Leaders to renew the Leadership Connect program, called CONNECTED: Youth Leadership Program (CYLP) in contract between Fulton County and 21st Century Leaders, that supports 200 students at the one year access level for all students (9th-12th) at \$79 per student and the additional administrative and programmatic offerings totaling \$156,890. This program and partnership agreement is effective upon the Effective Date with programmatic offerings beginning August 1, 2023 through December 31, 2023, and shall automatically renew on January 1, 2024 through July 31, 2024. Total contract award is \$156,890 for the initial term and the renewal.

21st Century Leaders will apply these funds to provide:

- Regular consultations with Fulton County Youth and Community Services Division staff to determine overall program execution, timeline, and needs
- Student enrollment form, waiver code, and access to Leadership Connect platform for up to 200 students grades 9-12th from Effective Date to December 31, 2023; and from January 1, 2024 to May 31, 2024
- Up to two (2) Administration user access to Leadership Connect for Fulton County Youth and Community Services Division staff
- Program Management & Implementation during the Agreement term, which includes student enrollment in Leadership Connect, managing and hosting any co-branded workshops, and technical assistance to students
- Student tracking and progress including customized EOY semester report and EOY report.
- Customized County group set-up within Leadership Connect platform for Fulton County cohort of students
- All program incentives, rewards, and gifts related to and required by the partnering program during the Agreement term
- Management of summer internship placement and management of internship funds and payment for up to 5 students.
- Program goals, in collaboration with Fulton County Youth and Community Services Division staff
- Access to 21CL's school-year training from August 2023 to May 2024 at no cost to all enrolled students through this partnering program
- Email communication with students and parents/guardians, in conjunction with Fulton County Youth and Community Services Division staff
- Invoices to Fulton County Department of Community Development during the Agreement term for a 60 day pay out, but not limited to additional invoices if more costs are accrued or expected to be accrued during the program period
- Appropriate and legal insurance coverage required for youth programming

For these resources to be delivered, the Fulton County Youth and Community Services Division of the Fulton County Government will provide:

- Regular consultations with 21st Century Leaders staff to determine overall program execution, timeline, and needs
- All marketing materials for program implementation, including flyers, website, etc.
- Management and outreach of Student Recruitment, including but not limited to emails, press release, etc.

- Email communication with program students, parents/guardians, teachers, and school administration in conjunction with 21st Century Leaders staff
- Program goals, in collaboration with Fulton County Youth and Community Services Division staff
- At least a 2-week notice to 21st Century Leaders staff during regular business hours (M-F) for any additional customized impact reports than what is outlined in this MOU.

21st Century Leaders and Fulton County Youth and Community Services Division of the Fulton County Government have collectively agreed to strive for the following outcomes during the program duration:

1. 200 student participants served
2. 50% of students demonstrate consistent engagement within the Connected: Youth Leadership program, including engagement in Leadership Connect
3. 60% of students demonstrate growth in the seven core leadership competencies and confidence as a result of the program
4. 60% of students will report that their confidence increased as a leader as a result of the program
5. 60% of students to report that because of their experience they are more likely to seek out or continue seeking out leadership roles
6. 60% of students to report that they are more clear in knowing their career path after high school

COUNTY MANAGER'S ITEMS**Open & Responsible Government****23-0041 County Manager**

Presentation of the Fulton County Operational Report. **(PRESENTED)**

23-0042 External Affairs

Presentation of 2023 Legislative Session Update. **(PRESENTED)**

23-0043 Purchasing and Contract Compliance

Request approval of a Resolution to extend emergency purchasing authority of the Chairman and County Manager for COVID-19 related purchases; and for other purposes. **(APPROVED)**

A motion was made by Commissioner Ellis and seconded by Commissioner Abdur-Rahman, to approve. The motion passed by the following vote:

Yea: Pitts, Barrett, Hall, Arrington, Abdur-Rahman, Thorne, and Ellis

23-0044 Finance

Review and approval of the FY2023 Final Adopted Budget and FY2023 Budget Resolution. **(APPROVED)**

a. A motion was made by Commissioner Hall and seconded by Commissioner Abdur-Rahman, to approve the FY2023 Final Adopted Budget and FY2023 Budget Resolution as amended. The motion passed by the following vote:

Yea: Barrett, Hall, Arrington, and Abdur-Rahman

Nay: Pitts, Thorne, and Ellis

b. A substitute motion was made by Commissioner Ellis and seconded by Commissioner Thorne, to approve the FY2023 Final Adopted Budget and FY2023 Budget Resolution as amended. The motion failed by the following vote:

Yea: Thorne, and Ellis

Nay: Pitts, Barrett, Hall, Arrington, and Abdur-Rahman

c. A motion was made by Commissioner Arrington and seconded by Commissioner Hall, to call the question on the substitute motion to approve the FY2023 Final Adopted Budget and the FY2023 Budget Resolution. The motion passed by the following vote:

Yea: Pitts, Barrett, Hall, Arrington, Abdur-Rahman, Thorne, and Ellis

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **21st Century Leaders, Inc.**

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

DocuSigned by Name of Signatory: **Kate Hewitt**
Kate Hewitt
Title of Signatory: **Executive Director**
1974EEBBA7EC429...
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest Notary

ATTEST:

ATTEST:

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

DocuSigned by 2nd Signatory Name: **Nicole Schwartz**
Nicole Schwartz
2nd Signatory Title: **Accounting**
99A8CDBAD4EC49C...

DocuSigned by: Second Authorized Signature DocuSigned by:

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

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

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS RM

ITEM#: 2023-0044	RCS: 1/18/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

**FULTON COUNTY BOARD OF COMMISSIONERS
RECESS MEETING**

January 18, 2023

10:00 AM



Fulton County Government Center
Assembly Hall
141 Pryor Street SW
Atlanta, Georgia 30303



POST AGENDA MINUTES

This document is tentative, has not been ratified or approved by the Board of Commissioners, and is not binding on the County or any officer.

Scheduled date for ratification: February 1, 2023

CALL TO ORDER: Chairman Robert L. Pitts **10:04 a.m.**

ROLL CALL: Nikki Peterson, Chief Deputy Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)	PRESENT
Bridget Thorne, Commissioner (District 1)	PRESENT
Bob Ellis, Vice-Chairman (District 2)	PRESENT
Dana Barrett, Commissioner (District 3)	PRESENT
Natalie Hall, Commissioner (District 4)	PRESENT
Marvin S. Arrington, Jr., Commissioner (District 5)	PRESENT
Khadijah Abdur-Rahman, Commissioner (District 6)	PRESENT

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

PLEASE SWITCH ALL ELECTRONIC DEVICES (CELL PHONES, PAGERS, PDAs, ETC.) TO THE SILENT POSITION DURING THIS MEETING TO AVOID INTERRUPTIONS.

IF YOU NEED REASONABLE MODIFICATIONS DUE TO A DISABILITY, INCLUDING COMMUNICATIONS IN AN ALTERNATE FORMAT PLEASE CONTACT THE OFFICE OF THE CLERK TO THE COMMISSION. FOR TDD/TTY OR GEORGIA RELAY SERVICE ACCESS DIAL 711.

Annual Hardware and Software Maintenance and Support List - 2023								
Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2023 Projected Expenditure
17	Software	Infax CourtSight	Infax CourtSight Suite	Support for Court Monitors		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$10,000.00
18	Software	Kofile		Microfilm, Inventory Indexing Maintenance & Support Services		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$750,000.00
19	Software	Lewis InfoTech, Inc.	RPS (Real Property System)	Land Records Management System Maintenance and support		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$1,000,000.00
20	Software	LexisNexis	LexisNexis	Access to Legal/Judicial Database		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$15,000.00
21	Software	Presidio	Maintenance & Support Services	Maintenance & Support Services		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$100,000.00
22	Software / Hardware	Sage Software, Inc.	ACCPAY Software Support	ACCPAY Software Support & Services	ACCPAY Software Support & Services	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$35,000.00
23	Software	Teams Corporation	Teamviewer	All-in-one solution for remote support, remote access, and online meetings	Software for remote work facilitation, virtual jail hearings, training, on-boarding of staff and to provide assistance and support to customers that are physically in the eFile labs while social distancing	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$75,000.00
24	Software	TextGov	Chatbot	Website bot to answer questions from the general public on Magistrate's website		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$20,000.00
25	Software	Twilio	Twilio	Online Communication Tool	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$10,000.00
26	Software	Tyler Technology, Inc.-CLT Division	IAS World Tax System	IAS World Tax System Maintenance & Support Services		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$50,000.00
27	Software	RightStar	RemedyForce - Clk of Sup Ct	Court Ticketing System for IT, HR and records services		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$60,000.00
28	Software	Carahsoft	Granicus	Agenda Management Software		Clerk to the Commission	Information Technology	\$150,000.00
29	Software	ADOBE	ADOBE Software	30 Adobe Licenses	Create and Edit PDF Documents	Community Development	Community Development	\$1,545.00

Annual Hardware and Software Maintenance and Support List - 2023								
Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2023 Projected Expenditure
30	Software	CRTC, LLC	RehabSpec (formerly reSPECT)	Web based Housing Inspection and Cost Estimation Tool	Management of Housing Rehabilitation Program	Community Development	Community Development	\$11,000.00
31	Software	Dulles Technology Partners, Inc.	WebGrants	Web Based Full-Lifecycle FRESH Grant Management System	Grants Management	Community Development	Community Development	\$10,000.00
32	Software	Neighborly	Neighborly Software	Federal Grant Management Software	Project Management	Community Development	Community Development	\$14,400.00
33	Software	21st Century Leaders	CONNECTED: Youth Development Program (CYLP)	Leadership Connect learning and training software platform and associated leadership curriculum	Youth Leadership Development Program	Community Development	Community Development	\$160,000.00
34	Software	ABACUS	ABACUS Next	Case Management System		County Attorney	County Attorney	\$33,540.00
35	Software	Software House International	GovQA	Open Records Software designed for use by all FC Depts.		County Attorney	County Attorney	\$110,000.00
36	Software	Thomson West	WestlawNext & Clear Investigator	On-Line Legal Database Research		County Attorney	County Attorney	\$100,000.00
37	Software	Audimation Services	IDEA 10	Perpetual License, Support and Maintenance for the Analytical Tool		Office of County Auditor	Office of County Auditor	\$4,000.00
38	Software/ Hotline	Navex Global, Inc.	Whistleblower Hotline Subscription	Hotline-Enterprise Lite Subscription and Global Telephony Subscription		Office of County Auditor	Office of County Auditor	\$29,000.00
39	Software	Wolters Kluwer	TeamMate Software Maintenance	Support & Maintenance for Audit Management Software		Office of County Auditor	Office of County Auditor/Non-Agency	\$49,720.00
40	Software/ SaaS	AchieveIt Online, LLC	AchieveIt	Project Management Software		Office of Strategic Planning	County Manager's Office/Strategic Planning	\$160,000.00
41	Software/ SaaS	Socrata, Inc.	Socrata	Performance Management System Software		Office of Strategic Planning	County Manager's Office/Strategic Planning	\$1,005,997.00
42	Software	LexisNexis	LexisNexis	Access to Legal/Judicial Database (Accurint)		Office of the Child Attorney	County Manager/ Office of Child Attorney	\$3,915.00
43	Software	LexisNexis	LexisNexis	Access to Legal/Judicial Database		Office of the Child Attorney	County Manager/ Office of Child Attorney	\$9,650.00
44	Software	Cellebrite USA	UFED (Universal Forensic Extraction Device System)	Mobile Forensics Software		District Attorney	District Attorney	\$25,500.00

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **21st Century Leaders, Inc.**
Address: **115 New Street, Suite B, Decatur, GA 30030**
Telephone: **404-373-7441**
E-mail: **kate@21stcenturyleaders.org**
Contact: **Kate Hewitt, Executive Director**

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Content Partnership Agreement (“Agreement”) with 21st Century Leaders, Inc. (“21st Century or “Service Provider”) to provide a pilot youth leadership program for development of high school aged students to learn about their role as a leader and discover and demonstrate their leadership abilities and career interests, on behalf of the Department of Community Development. This program and partnership agreement is effective August 1, 2023 through December 31, 2023, and shall automatically renew on January 1, 2024 through July 31, 2024. (Agenda Item #23-0044);

WHEREAS, the Service Provider has performed or continues to perform satisfactorily over the period of the Contract; and

WHEREAS, the Department of Community Development finds that the services provided by 21st Century are in need of additional funding to serve sixty (60) additional student participants of the Fulton County Youth Leadership Program; and

WHEREAS, the Department of Community Development has determined to increase the original funding award of One Hundred Fifty-Six Thousand, Eight Hundred and Ninety Dollars (\$156,890) to the Service Provider by an additional Three Thousand, One Hundred and Ten Dollars (\$3,110), for a total of \$160,000, to allow the Service Provider to serve sixty (60) additional student participants; and

WHEREAS, the funding to support the amendment was approved as a part of the 2023 Annual Hardware and Software Maintenance and Support List (AML) by the Fulton County Board of Commissioners on January 18, 2023, Agenda Item #23-0044.

NOW, THEREFORE, the County and 21st Century agree as follows:

This Amendment No. 1 to the Contract is effective upon execution and continues through December 31, 2023, and shall automatically renew on January 1, 2024 through July 31, 2024, with 21st Century agreeing that all Services specified will be performed in accordance with the original Contract except as provided by this Amendment No. 1 to the Contract prior to December 31, 2023.

1. **SCOPE OF WORK TO BE PERFORMED:**

Except as provided herein, the Scope of Work set forth in the original Contract shall remain the same for this Amendment No. 1, and is incorporated herein by reference.

21st Century Leaders will apply these funds to support 60 additional students at the one-year access level for all students (9th-12th) and the additional administrative and programmatic offerings totaling \$3,110.

2. **COMPENSATION:** The Scope of Work shall be performed by the Service Provider for the additional funding amount not to exceed \$3,110 and for a total contract amount of \$160,000.

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to the original Contract shall not become binding on the County and the County shall not incur any liability upon same until such Amendment has been executed by the Chairman of the Board of Commissioners, attested to by the Clerk to the Commission and delivered to the Service Provider.

4. **EFFECT OF AMENDMENT NO. 1 TO ORIGINAL CONTRACT:** Except as modified by this Amendment No. 1 to the Contract, the original Contract, and all terms and conditions therein shall remain in full force and effect.

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **21st Century Leaders, Inc.**

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

DocuSigned by Name of Signatory: **Kate Hewitt**
Kate Hewitt
Title of Signatory: **Executive Director**
1974EEBBA7EC429...
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest Notary

ATTEST:

ATTEST:

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

DocuSigned by 2nd Signatory Name: **Nicole Schwartz**
Nicole Schwartz
Signatory Title: **Book Keeper**
99A8CDBAD4EC49C...

Second Authorized Signature

DocuSigned by:

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

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

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS RM

ITEM#: 23-0044	RCS: 1/18/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

**FULTON COUNTY BOARD OF COMMISSIONERS
RECESS MEETING**

January 18, 2023

10:00 AM



Fulton County Government Center
Assembly Hall
141 Pryor Street SW
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ROLL CALL: Nikki Peterson, Chief Deputy Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)	PRESENT
Bridget Thorne, Commissioner (District 1)	PRESENT
Bob Ellis, Vice-Chairman (District 2)	PRESENT
Dana Barrett, Commissioner (District 3)	PRESENT
Natalie Hall, Commissioner (District 4)	PRESENT
Marvin S. Arrington, Jr., Commissioner (District 5)	PRESENT
Khadijah Abdur-Rahman, Commissioner (District 6)	PRESENT

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

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COUNTY MANAGER'S ITEMS**Open & Responsible Government****23-0041 County Manager**

Presentation of the Fulton County Operational Report. **(PRESENTED)**

23-0042 External Affairs

Presentation of 2023 Legislative Session Update. **(PRESENTED)**

23-0043 Purchasing and Contract Compliance

Request approval of a Resolution to extend emergency purchasing authority of the Chairman and County Manager for COVID-19 related purchases; and for other purposes. **(APPROVED)**

A motion was made by Commissioner Ellis and seconded by Commissioner Abdur-Rahman, to approve. The motion passed by the following vote:

Yea: Pitts, Barrett, Hall, Arrington, Abdur-Rahman, Thorne, and Ellis

23-0044 Finance

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a. A motion was made by Commissioner Hall and seconded by Commissioner Abdur-Rahman, to approve the FY2023 Final Adopted Budget and FY2023 Budget Resolution as amended. The motion passed by the following vote:

Yea: Barrett, Hall, Arrington, and Abdur-Rahman

Nay: Pitts, Thorne, and Ellis

b. A substitute motion was made by Commissioner Ellis and seconded by Commissioner Thorne, to approve the FY2023 Final Adopted Budget and FY2023 Budget Resolution as amended. The motion failed by the following vote:

Yea: Thorne, and Ellis

Nay: Pitts, Barrett, Hall, Arrington, and Abdur-Rahman

c. A motion was made by Commissioner Arrington and seconded by Commissioner Hall, to call the question on the substitute motion to approve the FY2023 Final Adopted Budget and the FY2023 Budget Resolution. The motion passed by the following vote:

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17	Software	Infax CourtSight	Infax CourtSight Suite	Support for Court Monitors		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$10,000.00
18	Software	Kofile		Microfilm, Inventory Indexing Maintenance & Support Services		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$750,000.00
19	Software	Lewis InfoTech, Inc.	RPS (Real Property System)	Land Records Management System Maintenance and support		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$1,000,000.00
20	Software	LexisNexis	LexisNexis	Access to Legal/Judicial Database		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$15,000.00
21	Software	Presidio	Maintenance & Support Services	Maintenance & Support Services		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$100,000.00
22	Software / Hardware	Sage Software, Inc.	ACCPAY Software Support	ACCPAY Software Support & Services	ACCPAY Software Support & Services	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$35,000.00
23	Software	Teams Corporation	Teamviewer	All-in-one solution for remote support, remote access, and online meetings	Software for remote work facilitation, virtual jail hearings, training, on-boarding of staff and to provide assistance and support to customers that are physically in the eFile labs while social distancing	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$75,000.00
24	Software	TextGov	Chatbot	Website bot to answer questions from the general public on Magistrate's website		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$20,000.00
25	Software	Twilio	Twilio	Online Communication Tool	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$10,000.00
26	Software	Tyler Technology, Inc.-CLT Division	IAS World Tax System	IAS World Tax System Maintenance & Support Services		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$50,000.00
27	Software	RightStar	RemedyForce - Clk of Sup Ct	Court Ticketing System for IT, HR and records services		Clerk of Superior and Magistrate Court	Clerk of Superior and Magistrate Court	\$60,000.00
28	Software	Carahsoft	Granicus	Agenda Management Software		Clerk to the Commission	Information Technology	\$150,000.00
29	Software	ADOBE	ADOBE Software	30 Adobe Licenses	Create and Edit PDF Documents	Community Development	Community Development	\$1,545.00

Annual Hardware and Software Maintenance and Support List - 2023								
Item #	Type	Vendor Name	Product Name	Description	Purpose of Product	User Agency	Funding Source	2023 Projected Expenditure
30	Software	CRTC, LLC	RehabSpec (formerly reSPECT)	Web based Housing Inspection and Cost Estimation Tool	Management of Housing Rehabilitation Program	Community Development	Community Development	\$11,000.00
31	Software	Dulles Technology Partners, Inc.	WebGrants	Web Based Full-Lifecycle FRESH Grant Management System	Grants Management	Community Development	Community Development	\$10,000.00
32	Software	Neighborly	Neighborly Software	Federal Grant Management Software	Project Management	Community Development	Community Development	\$14,400.00
33	Software	21st Century Leaders	CONNECTED: Youth Development Program (CYLP)	Leadership Connect learning and training software platform and associated leadership curriculum	Youth Leadership Development Program	Community Development	Community Development	\$160,000.00
34	Software	ABACUS	ABACUS Next	Case Management System		County Attorney	County Attorney	\$33,540.00
35	Software	Software House International	GovQA	Open Records Software designed for use by all FC Depts.		County Attorney	County Attorney	\$110,000.00
36	Software	Thomson West	WestlawNext & Clear Investigator	On-Line Legal Database Research		County Attorney	County Attorney	\$100,000.00
37	Software	Audimation Services	IDEA 10	Perpetual License, Support and Maintenance for the Analytical Tool		Office of County Auditor	Office of County Auditor	\$4,000.00
38	Software/ Hotline	Navex Global, Inc.	Whistleblower Hotline Subscription	Hotline-Enterprise Lite Subscription and Global Telephony Subscription		Office of County Auditor	Office of County Auditor	\$29,000.00
39	Software	Wolters Kluwer	TeamMate Software Maintenance	Support & Maintenance for Audit Management Software		Office of County Auditor	Office of County Auditor/Non-Agency	\$49,720.00
40	Software/ SaaS	Achievelt Online, LLC	Achievelt	Project Management Software		Office of Strategic Planning	County Manager's Office/Strategic Planning	\$160,000.00
41	Software/ SaaS	Socrata, Inc.	Socrata	Performance Management System Software		Office of Strategic Planning	County Manager's Office/Strategic Planning	\$1,005,997.00
42	Software	LexisNexis	LexisNexis	Access to Legal/Judicial Database (Accurint)		Office of the Child Attorney	County Manager/ Office of Child Attorney	\$3,915.00
43	Software	LexisNexis	LexisNexis	Access to Legal/Judicial Database		Office of the Child Attorney	County Manager/ Office of Child Attorney	\$9,650.00
44	Software	Cellebrite USA	UFED (Universal Forensic Extraction Device System)	Mobile Forensics Software		District Attorney	District Attorney	\$25,500.00